

Subgrant Signature Sheet

bk.
Title II D PSEAgreement/ 79-363
Subgrant No.

Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of California

Subgrantee
Summer House, Inc.

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and The Summer House, Inc. hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

FILED

Program : Summer House, Inc.

NOV 6 - 1979

Mailing Address : P. O. Box 1724

PETER McNAMEE, Clerk

By *Betsy A. Marchand*
Deputy

City : Woodland, CA 95695

Phone: 662-8493

Program Director: Karen Peterson

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the Assurances and Certifications.

The term of the SUBGRANT shall begin on October 1, 1979.The term of the SUBGRANT shall end on September 30, 1980.The total amount of the SUBGRANT is \$41,616.

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

By Signature *

*Thomas J. Monley**Betsy A. Marchand*

Name and Title

Date

Thomas J. Monley, member
Summer House Two Board of Directors
10/8/79

Name and Title

Date

Betsy A. Marchand, Chairman
Yolo County, Board of Supervisors

OCT 2 - 1979

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of October, 1979,
by and between the County of Yolo, a political subdivision, hereinafter called
PRIME SPONSOR or County, and the Summer House, Inc.
hereinafter called SUBGRANTEE.

WITNESSETH:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 676 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
 - (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).
 - (e) Advising all participants of their rights and responsibilities prior

to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR §676.83 and 676.84; and

(f) Making maximum efforts to achieve the provision of the plan.

2. The Summer House, Inc. is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679
- (d) Code of Federal Regulations - 41 CFR Part 29-70
- (e) Assurances and Certifications
- (f) Operating Budget
- (g) Position Listings
- (h)
- (i)
- (j)
- (k)
- (l)
- (m)
- (n)
- (o)
- (p)
- (q)

1 2. Program

2 SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME
3 SPONSOR perform the services described in the attachments listed above
4 under Subgrant which are subject to all the terms, conditions, and
5 assurances of this SUBGRANT.

6 3. Term

7 The term of this SUBGRANT shall begin October 1, 1979,
8 and shall end September 30, 1980, as set forth on the
9 Signature Sheet. Grant funds may not, without advance written approval by
10 PRIME SPONSOR, be obligated before the beginning of the term or after the
11 ending of the term.

12 4. Payment

13 PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs
14 incurred in the performance of this contract in accordance with the following:

15 (a) Total Reimbursement shall not exceed the amount of \$ 41,616,
16 as set forth on Signature Sheet.

17 (b) Payment of costs incurred in the performance of this contract shall be
18 paid on the basis of an approved monthly claim as follows:

19 (1) Within ten (10) days following the completion of each calendar
20 month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing
21 all expenditures made pursuant to this SUBGRANT during the
22 preceding month.

23 (2) The County Administrative Officer of PRIME SPONSOR, or his de-
24 signee, shall review that claim, may review the records, books of
25 account, trial balance and vouchers of SUBGRANTEE, and shall
26 approve the claim to the extent that SUBGRANTEE has incurred
27 reasonable and necessary costs pursuant to this subgrant,
28 including the Budget Schedules attached hereto.

1 (3) To the extent permitted by the federal government, the County
2 Administrative Officer or his designee may approve an advance of
3 working capital to SUBGRANTEE. Each advance of working capital
4 may be made only upon application in writing by SUBGRANTEE. Each
5 approval shall be in writing and shall set forth the terms for
6 repayment. Repayment shall be offset against amounts payable
7 on monthly claims. The terms of repayment may be modified by
8 written order of the County Administrative Officer or his designee.
9 Upon termination of this subgrant any unpaid advances shall be
10 offset against any remaining payments to SUBGRANTEE. Any advances
11 exceeding remaining payments shall be repaid to PRIME SPONSOR
12 immediately.

13 (c) Reasonable and necessary costs shall be determined by PRIME SPONSOR
14 in accordance with the requirements of the United States Department of
15 Labor regulations and the United States General Services Administration
16 Federal Management Circular 74-4, United States Office of Management
17 and Budget Circular A-102, and any additional requirements or procedures
18 established by PRIME SPONSOR.

19 (d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME
20 SPONSOR has made applications to the United States Department of Labor
21 for a grant of funds under the Comprehensive Employment and Training
22 Act of 1973, as amended, for the purpose of funding services under this
23 contract and that PRIME SPONSOR is not obligated to provide funds to
24 SUBGRANTEE and SUBGRANTEE is not obligated to provide services under
25 the contract until such funds are made available to PRIME SPONSOR by
26 the Department of Labor.

27 (e) Approved claims shall be paid only from funds granted to PRIME SPONSOR
28 by the Department of Labor.

1 5. Records, Audits, Inspection

2 (a) Establishment and Maintenance of Records

3 The SUBGRANTEE shall maintain records, including but not limited to
4 books, financial records, supporting documents, statistical records,
5 personnel, property, participant, and all other pertinent records
6 sufficient to reflect properly, (a) all direct and indirect costs of
7 whatsoever nature claimed to have been incurred and anticipated to
8 be incurred to perform this contract, and (b) all other matters
9 covered by this SUBGRANT for which the maintenance and retention of
10 records is required by law, including but not limited to U. S. GSA
11 Federal Management Circular 74-4, and regulations of the U. S.
12 Department of Labor, including but not limited to 20 CFR §676.35 and
13 41 CFR §29-70.203. The obligation to maintain and preserve records
14 shall not be diminished by any instructions or advice given by PRIME
15 SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to
16 PRIME SPONSOR.

17 (b) Preservation of Records

18 SUBGRANTEE shall preserve and make available its records related to
19 this SUBGRANT (a) until the expiration of three (3) years from the
20 date of final payment to SUBGRANTEE under this SUBGRANT except that
21 records relating to participants' participation in a CETA program
22 shall be maintained for each participant for a period of five (5)
23 years from the date of enrollment into the program.
24 If, prior to the expiration of the required retention period, any
25 litigation or audit is begun or a claim is instituted involving
26 the records, SUBGRANTEE shall retain the records beyond the
27 retention period until the litigation, audit findings, or claim
28 has been finally resolved.

1 (c) Accounting by SUBGRANTEE

2 SUBGRANTEE shall establish and maintain at all times, on a current
3 basis in conjunction with the Program, an adequate accrual system of
4 accounting covering all costs, items and expenditures with respect
5 to the Program, in accordance with generally accepted accounting
6 principles and standards, and in accordance with requirements of the
7 federal government and any PRIME SPONSOR requirements as set forth
8 in the "Subgrantees' Fiscal Activities Manual."

9 (d) Examination of Records and Facilities

10 At any time during normal business hours, PRIME SPONSOR or duly
11 authorized representative thereof, shall until expiration of three
12 (3) years after final payment under this SUBGRANT, or any longer
13 period as required by applicable law, have access to and the right
14 to examine its offices, and facilities engaged in performance of this
15 SUBGRANT and all its records with respect to all matters covered by
16 this SUBGRANT, including the right to audit, examine and make excerpts
17 of transcripts and from such records to make audit of all contracts
18 and subcontracts, invoices, payrolls, records or personnel conditions
19 of employment, material and all other data relating to matters covered
20 by the SUBGRANT.

21 (e) Documentation of Cost

22 All cost shall be supported by properly executed payrolls, time
23 records, invoices, contracts, or vouchers or other official documen-
24 tation evidencing in proper detail the nature and the propriety of the
25 charge. All checks, payrolls, accounting documents, pertaining in
26 whole or part of this contract shall be clearly identified and
27 readily accessible.

28 6. Suspension of Disallowance of Payments

1 PRIME SPONSOR may at any time elect to offset against, suspend, or disallow
2 payment to SUBGRANTEE in whole or part or to demand repayment under this
3 Agreement in the event of any of the following occurrences, to wit:

- 4 (a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation
5 of any nature with respect to any information or data furnished to
6 PRIME SPONSOR in connection with Program.
7 (b) If SUBGRANTEE is in default under any provisions of this agreement.
8 (c) If SUBGRANTEE maintains a pattern of discrimination.
9 (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct
10 of activities and program.
11 (e) If the SUBGRANTEE fails to comply with any other terms and conditions
12 of this SUBGRANT.
13 (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect
14 or incomplete in any material respect.

15 7. Termination of SUBGRANT

16 (a) With Cause

17 PRIME SPONSOR may terminate the SUBGRANT in the following instances
18 by giving written notice to the SUBGRANTEE at least five (5) days
19 prior to the effective termination date stated in the notice:

- 20 (1) If through any cause SUBGRANTEE shall fail to fulfill in timely
21 and proper manner its obligations under this Agreement.
22 (2) If SUBGRANTEE shall violate any of the covenants or stipulations
23 of this Agreement.
24 (3) If the grant from the U. S. Department of Labor under which this
25 Agreement is made is terminated.
26 (4) If SUBGRANTEE is unable or unwilling to comply with such ad-
27 ditional conditions as may be lawfully applied by the U. S.
28 Department of Labor to the grant under which this Agreement is

1 made. SUBGRANTEE shall not be relieved of liability to PRIME
2 SPONSOR for damages sustained by PRIME SPONSOR by virtue of any
3 breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may
4 withhold any reimbursement to SUBGRANTEE for the purpose of
5 setoff until such time as the exact amount of damages due PRIME
6 SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

7 (b) Without Cause

8 Either party may terminate this SUBGRANT at any time by giving
9 written notice to the other party of such termination and specifying the
10 effective date thereof, at least 30 days before the effective date
11 of such termination. If the SUBGRANT is terminated
12 as provided herein, SUBGRANTEE will be paid an amount which the same
13 ratio to the total compensation as the service actually performed
14 bears to the total services of SUBGRANTEE covered by this SUBGRANT,
15 less payments of compensation previously made.

16 8. Severability of Provisions

17 If any provisions of this SUBGRANT are held invalid, the remainder of this
18 SUBGRANT shall not be affected thereby, if such remainder would then
19 continue to conform to terms and requirements of applicable law.

20 9. Exculpatory Clause

21 SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its
22 officers, employees and agents from and against all claims, losses,
23 liabilities, or damages, including attorney fees, arising out of or
24 resulting from the performance of this Agreement, caused in whole or in
25 part by any negligent act or omission of SUBGRANTEE or anyone directly
26 or indirectly employed by SUBGRANTEE, regardless of whether or not it is
27 caused in part by a party indemnified hereunder.

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10. Legal Relationship

- (a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- (b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.
- (c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.
- (d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer

1 under the Federal Insurance Contributions Act, the Federal Unemployment
2 Tax Act, Federal Social Security Acts, the Unemployment Compensation
3 Act, or any other Federal or State laws or acts which in any way
4 affect or relate to the relationship of employer and employee, and
5 shall be liable for any Social Security, Unemployment Compensation
6 or other taxes or penalties arising or levied by reason of the
7 employment of such persons employed by it. PRIME SPONSOR shall not
8 be liable for any worker's compensation or other benefits accruing
9 under any Federal or State law or acts to any persons employed by
10 the said SUBGRANTEE under this Agreement, but such liability, if
11 any, shall be exclusively that of SUBGRANTEE.

12 11. Monthly Report

13 SUBGRANTEE shall be responsible for filing monthly reports with PRIME
14 SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR
15 and shall contain all data and information concerning both quality and
16 quantity of program performance required by PRIME SPONSOR. Each report
17 shall set forth the extent to which the Program Performance Goals have
18 been met and shall explain in detail the reasons any such plans have not
19 been met. Each report shall set forth the extent expenditures exceed a
20 prorata portion of the entire budget category for the term of this program
21 and shall explain in detail the reasons for such excess.

22 12. Procedures for Corrective Action

23 (a) Whenever the County Administrative Officer of PRIME SPONSOR determines
24 in the manner set forth herein that SUBGRANTEE has failed to comply
25 with any provision of this SUBGRANT, the County Administrative Officer
26 may order corrective action.

27 (b) Before making such an order, the County Administrative Office or
28 his designee shall give SUBGRANTEE ten (10) days' written notice

1 setting forth the nature of SUBGRANTEE'S noncompliance and a procedure
2 whereby SUBGRANTEE and its officers or responsible employees may
3 have an opportunity to meet with the County Administrative Office or
4 PRIME SPONSOR or his designee for the purposes of considering the
5 need for and nature of corrective action.

- 6 (c) An order for corrective action shall be in writing and shall set
7 forth specific directions for corrective action and a detailed
8 timetable for implementing the specific directions for reporting to
9 PRIME SPONSOR as to implementation. The order shall be served on
10 SUBGRANTEE.
- 11 (d) If SUBGRANTEE shall fail to implement an order for corrective action,
12 or if it shall fail to do so within the timetable set for implementation,
13 the County Administrative Officer of the PRIME SPONSOR may recommend
14 that the Governing Body suspend payments hereunder or terminate this
15 SUBGRANT.
- 16 (e) If SUBGRANTEE shall fail to comply with the administrative requirements
17 of this SUBGRANT, such as those requiring the timely submission of
18 all periodic reports, and if such failure shall not be suggestive of
19 other apparent misfeasance, malfeasance, or nonfeasance, the County
20 Administrative Officer shall be empowered, without consultation with
21 the Governing Body, to suspend or delay any and all payments under
22 this SUBGRANT until such failure is rectified.

23 13. Property

- 24 (a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall
25 be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall
26 be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-
27 70.102 (a), set forth therein, and as between PRIME SPONSOR and
28 SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor

agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

- (b) The SUBGRANTEE'S Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29-70.215-7 a copy to which is attached hereto and incorporated by this reference.

14. Program Income

- (a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion of PRIME SPONSOR, for a period of two (2) years from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.
- (b) In the case of income generated by projects under YCCIP, SUBGRANTEE may retain this income, at the discretion of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this section shall apply.
- (c) SUBGRANTEE shall make monthly reports on the expenditure of this income on forms approved by PRIME SPONSOR.
- (d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

15. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an

1 agreement or understanding for commission, percentage, brokerage, or
2 contingency fee. For breach or violation of this covenant the PRIME SPONSOR
3 shall have the right to annul this agreement without liability or, at its
4 discretion, to deduct from the compensation or otherwise recover, the full
5 amount of such commission, percentage, brokerage, or contingency fee.

6 16. Laws

7 SUBGRANTEE shall comply with all the applicable laws, decisions, statutes,
8 regulations and ordinances of the United States, the State of California,
9 and local governments, and as they are amended during the term of this
10 agreement.

11 17. Copyrights and Rights in Data

12 Where activities supported by this SUBGRANT produce original computer
13 programs, writing sound recordings, pictorial reproductions, drawings or
14 other graphical representation and works of any similar nature (the term
15 computer programs includes executable computer programs and supporting
16 data in any form), PRIME SPONSOR and/or the Department of Labor reserve
17 the right to use, duplicate, and disclose the same, in whole or in part,
18 in any manner for any purpose whatsoever, and to authorize others to do so.
19 If any material described in the previous sentence is subject to copyright,
20 PRIME SPONSOR and/or the Department of Labor reserve the right to copyright
21 such and SUBGRANTEE agrees not to copyright such material. If the material
22 is copyrighted, PRIME SPONSOR and/or the Department of Labor reserve a
23 royalty-free, non-exclusive, and irrevocable license to reproduce, publish,
24 and use such materials, in the whole or in part, and to authorize others
25 to do so.

26 18. Publication

27 Before publishing any materials produced by activities supported by this
28 agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance

of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial preface or introduction to these materials as published contain the following:

- (a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from the YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."
- (b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the Department of Labor. YOLO COUNTY and the Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."
- (c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials

1 to be published and resubmit them to PRIME SPONSOR which shall prepare
2 comments on the resubmitted data within thirty (30) days after receipt
3 thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE
4 shall determine whether or not to accept or adopt any of the comments on
5 the revised materials as resubmitted to PRIME SPONSOR and shall advise
6 PRIME SPONSOR of this determination within fifteen (15) days after receipt
7 of the comments of PRIME SPONSOR. Thereafter, the materials may be
8 published or revised in accordance with the procedures set forth above in
9 the publication of materials on which PRIME SPONSOR has submitted its
10 comments to SUBGRANTEE.

11 If PRIME SPONSOR has not submitted its comments on any materials submitted
12 to it within ninety (90) days after PRIME SPONSOR has received any such
13 materials, SUBGRANTEE may proceed to publish the materials in the form
14 in which they have been submitted to PRIME SPONSOR but shall include the
15 credit statement and the disclaimer statement set forth above, but without
16 any further comments.

17 19. Patents

18 If any discovery or invention arises or is developed in the course of or
19 as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer
20 the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees
21 that determination of rights to inventions or discoveries made under this
22 agreement shall be made by the Department of Labor, or its duly authorized
23 representatives, who shall have the sole and exclusive powers to determine
24 whether or not and where a patent application should be filed and to
25 determine the disposition of all rights in such inventions or discoveries,
26 including title to and license rights under any patent application or
27 patent which may issue thereon. The determination of DOL, or its duly
28 authorized representative, shall be accepted as final. SUBGRANTEE agrees

1 and otherwise recognizes that PRIME SPONSOR and/or The Department of Labor
2 shall acquire at least an irrevocable, non-exclusive, and royalty-free
3 license to practice and have practiced throughout the world for governmental
4 purposes any invention made in the course of or under this Agreement.

5 20. Personnel

- 6 (a) SUBGRANTEE represents that he has, or will secure at his own expense,
7 all personnel required in performing the services under this SUBGRANT.
8 Such personnel shall not be employees of or have any contractual
9 relationship with PRIME SPONSOR.
- 10 (b) All of the services hereunder will be performed by SUBGRANTEE or under
11 his/her supervision, and all personnel engaged in the work shall be
12 fully qualified and shall be authorized under State and local law to
13 perform such services.
- 14 (c) None of the work or services covered by this SUBGRANT shall be
15 subcontracted without the prior written approval of PRIME SPONSOR.
- 16 (d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of
17 an employee in anticipation of hiring an individual with funds
18 available under Titles II-D or VI. In addition, no participant shall
19 be used to fill positions or provide services normally provided by
20 temporary, part-time, or seasonal workers or contracted out, or to
21 fill full-time vacancies. SUBGRANTEE shall not hire any person into
22 any job funded under Titles II-D and VI when any other person is on
23 lay-off from the same or any substantially equivalent job.
- 24 (e) SUBGRANTEE represents that it has or will establish objective
25 personnel policies and practices for recruitment, selection, promotion,
26 classification, compensation, and performance evaluation that are
27 reflective of the Intergovernment Personnel Act Merit Principles.

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1 21. Assignments

2 Without the written consent of PRIME SPONSOR, this SUBGRANT is not
3 assignable by SUBGRANTEE either in whole or in part.

4 22. Alterations

5 No alteration or variation of the terms of this SUBGRANT shall be valid
6 unless made in writing and signed by the parties hereto.

7 23. Waiver

8 The waiver by PRIME SPONSOR of any default, breach or condition shall not
9 be construed as a waiver on the part of the PRIME SPONSOR of any other
10 default, breach or condition, or any other right hereunder.

11 24. Successors

12 This SUBGRANTEE shall bind and insure to the successors in interest of
13 PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been
14 expressly named herein.

15 25. Clean Air Act of 1970

16 If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees
17 to comply with all applicable standards, orders, or regulations issued
18 pursuant to the Clean Air Act or 1970.

19 26. Nepotism

20 Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause
21 or allow to be hired, a person into an administrative capacity, staff posi-
22 tion or public service employment position funded under CETA, if a member of
23 his or her immediate family is employed in an administrative capacity for
24 the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a
25 state or local statute regarding nepotism exists which is more restrictive

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1 than the above policy, the eligible applicant should follow the State or
2 local statute in lieu of the above policy.

3 (a) The term "member of the immediate family" includes: wife, husband, son,
4 daughter, mother, father, brother, brother-in-law, sister, sister-in-law,
5 son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle,
6 niece, nephew, step-parent, and step-child.

7 (b) The term "administrative capacity" includes those persons who have over-
8 all administrative responsibility for a program, including all elected and
9 appointed officials who have any responsibility for the obtaining of and/or
10 approval of any grant funded under the Act, such as members of the PRIME
11 SPONSOR Planning Council, or Private Industry Planning Council, who are not
12 economically disadvantaged, other officials who have influence or control
13 over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

14 (c) The term "staff position" includes all CETA staff positions funded
15 under the Act, such as instructors, counselors and other staff involved in
16 administrative, training or service activities.

17 27. Non-Discrimination

18 SUBGRANTEE shall comply with the requirements of 20CFR § 676.52 regarding
19 nondiscrimination.

20 28. Federal Aid

21 It is understood by the parties hereto that neither this Agreement nor any
22 Agreement pursuant hereto shall obligate the federal government to enter into
23 any Agreement with SUBGRANTEE or any other entity for federal financial
24 assistance in connection with this Agreement; or for the planning or under-
25 taking of any work element not included in this Agreement. Any such agree-
26 ment will be entered into at the sole discretion of the federal government.

27 29. Fidelity Bond

28 Prior to any disbursement of funds to SUBGRANTEE for any purpose other than

1 for premium for fidelity bonds, PRIME SPONSOR shall receive a statement from
2 SUBGRANTEE'S insurer certifying to PRIME SPONSOR that all personnel of SUB-
3 GRANTEE handling funds received from PRIME SPONSOR for disbursement under this
4 Agreement are covered by a fidelity bond in an amount and manner consistent
5 with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled
6 or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that
7 event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE
8 until the coverage initially approved by PRIME SPONSOR has been reinstated,
9 or equivalent coverage has been obtained.

10 30. Insurance

11 (a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall
12 maintain in full force and effect a policy of public liability insurance with
13 minimum coverages in an amount satisfactory to PRIME SPONSOR. If PRIME
14 SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an
15 additional insured on said policy and shall obtain a waiver of the insurer's
16 right of subrogation against PRIME SPONSOR.

17 (b) Worker's Compensation. During the term of this SUBGRANT, SUBGRANTEE
18 shall comply fully with the terms of the law of California concerning worker's
19 compensation. Said compliance shall include, but not be limited to, main-
20 taining in full force and effect one or more policies of insurance insuring
21 against any liability SUBGRANTEE may have for worker's compensation.

22 31. Entire Agreement Modifications

23 This Agreement constitutes the entire agreement between the parties hereto
24 for services furnished pursuant to this Agreement. This Agreement may be
25 modified, altered, or revised only upon the written consent of both parties
26 hereto.

27 32. Notices

28 All notices to be given SUBGRANTEE may be given by deposit in the United

1 States mail, postage prepaid, addressed to SUBGRANTEE at the address set
2 forth on the Signature Sheet. WHEREFORE, the parties have executed this
3 SUBGRANT No. 79-863.

4 33. Federal Regulations

5 The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675,
6 676, 677, 678, and 679, and 41 CFR Part 29-70 are attached hereto and in-
7 corporated into this SUBGRANT.

COUNTY OF YOLO, PRIME SPONSOR

8 Bob E. McDonald
9 (Signature of Authorized Officer)

10 Chairman, Yolo County
11 Board of Supervisors

12 (Title of Authorized Officer)

13 Summer House, Inc.

14 (Legal Name of SUBGRANTEE)

15 Thomas J. McAleer
16 (Signature of Authorized Officer)

17 Member

18 Board of Directors
19 (Title of Authorized Officer)

20 10/8 1979
21 (Date)

22
23 ////

24 ////

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26 ////

27 ////

28 ////

FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 41 CFR, Part 29-70 are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

Summer Home Care
Name of Subgrantee

Thomas J. M. Miley
Authorized Signature

10/8/79
Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
 - a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder; and
 - b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.
2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.
3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
 - a. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
 - b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
 - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.
 - d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).
 - e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).
 - f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7)).
 - g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).
 - h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

1. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).
- j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.
- k. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.
1. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).
- n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20 CFR 677.13(c)(3)).
- o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).
- p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

- q. For programs of public service employment under CETA, no jobs will be created in promotional line that will interfere in any way upon promotional opportunities of persons currently in jobs not funded under CETA (20 CFR 676.73).
- r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).
- t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).
- u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).
- v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining

agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

- w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).
- x. For each participant employment and training activities funded under Title II of CETA, an Employability Development Plan (EDP) will be developed by the SUBGRANTEE. The Employability Development Plan shall include at least the following: 1) assessment data showing the participant's employability readiness; 2) barriers to employment faced by the participant; 3) specific employment and training needs; 4) specific services and activities to be developed and provided to meet those needs; and 5) an individualized plan for transition from program activities to placement in unsubsidized employment. The EDP shall be reviewed periodically throughout the duration of the participation, and revised accordingly (20 CFR 677.2).
- y. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).
- z. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

Summer House, Inc.
(Legal Name of SUBGRANTEE)

10/8
(Date)

1979

Thomas J. Males
(Signature of Authorized Officer)

Member
Board of Directors
(Title of Authorized Officer)

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
Room 102, Yolo County Courthouse, Woodland, California 95695

CETA TITLE II-D OPERATING BUDGET

☒ ORIGINAL ☐ REVISION NO. _____

DATE September 5, 1979

Subgrantee Name and Address:

Summer House, Inc. - Adult Services

P.O. Box 1724

Woodland, CA 95695

Contact Person Karen Peterson

Phone 662-8493

Contract No. _____

Period: From 10-1-79 To 9-30-80

Program Name _____

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.			3,442					3,442
NOV.			3,442					3,442
DEC.			3,442					3,442
JAN.			3,442					3,442
FEB.			3,442					3,442
MAR.			3,442					3,442
APR.			3,442					3,442
MAY			3,442					3,442
JUNE			3,442					3,442
JULY			3,546					3,546
AUG.			3,546					3,546
SEPT.			3,546					3,546
TOTAL			41,616					41,616

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.			2,552	890			3,442
NOV.			2,552	890			3,442
DEC.			2,552	890			3,442
JAN.			2,552	890			3,442
FEB.			2,552	890			3,442
MAR.			3,552	890			3,442
APR.			2,552	890			3,442
MAY			2,552	890			3,442
JUNE			2,552	890			3,442
JULY			2,632	914			3,546
AUG.			2,632	914			3,546
SEPT.			2,632	914			3,546
TOTAL			30,864	10,752			41,616

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

*Thomas J. Montley, member
Summer House Inc. Board of Directors*

For CETA Approval Only:

Name and Title of Authorized Official

Accountant

9-6-79
Date

Signature

Date

Principal Administrative Analyst

9-29-79
Date

Position Listing

Title II-D

Summer House, Inc. - Adult Services

<u>Position</u>	<u>Salary</u> <u>10-1-79</u> to <u>9-30-80</u>	<u>Benefits</u> <u>10-1-79 to 9-30-80</u>	<u>Total</u>
1 Support Resident/Instructor 12 mo. @ 639/251	\$ 7,668	\$ 3,012	\$10,680
1 Curriculum Instructor 12 mo. @ 639/251	7,668	3,012	10,680
2 Child Counselor Trainee 12 mo. @ 647/197	15,528	4,728	20,256
<u>4</u>	<u>\$30,864</u>	<u>\$10,752</u>	<u>\$41,616</u>

Subgrant Signature Sheet

Title ILL D PSEAgreement/
Subgrant No. 79-364Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of CaliforniaSubgrantee Praul Center for Educational
and Behavioral Change, Inc.

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and The Praul Center for Educational and Behavioral Change, Inc., hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program : Praul Center for Educational and Behavioral Change, Inc.Mailing Address : P. O. Box 405City : Davis, CA 95616Phone: 756-2879Program Director: Evelyn Praul

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the Assurances and Certifications.

The term of the SUBGRANT shall begin on October 1, 1979.The term of the SUBGRANT shall end on September 30, 1980.The total amount of the SUBGRANT is \$17,940.

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

By Signature

Name and Title

Date

Name and Title

Date

Director
Betsy A. Marchand
Betsy A. Marchand, Chairman
Yolo County, Board of Supervisors
OCT 2 - 1979

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of October, 1979,
by and between the County of Yolo, a political subdivision, hereinafter called
PRIME SPONSOR or County, and the Praul Center for Educational
and Behavioral Change, Inc. hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 676 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
 - (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).
 - (e) Advising all participants of their rights and responsibilities prior

to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR §676.83 and 676.84; and

(f) Making maximum efforts to achieve the provision of the plan.

2. The Prawl Center for Educational and Behavioral Change, Inc. is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679
- (d) Code of Federal Regulations - 41 CFR Part 29-70
- (e) Assurances and Certifications
- (f) Operating Budget
- (g) Position Listings
- (h) Special Conditions
- (i)
- (j)
- (k)
- (l)
- (m)
- (n)
- (o)
- (p)
- (q)

1 2. Program

2 SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME
3 SPONSOR perform the services described in the attachments listed above
4 under Subgrant which are subject to all the terms, conditions, and
5 assurances of this SUBGRANT.

6 3. Term

7 The term of this SUBGRANT shall begin October 1, 1979
8 and shall end September 30, 1980, as set forth on the
9 Signature Sheet. Grant funds may not, without advance written approval by
10 PRIME SPONSOR, be obligated before the beginning of the term or after the
11 ending of the term.

12 4. Payment

13 PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs
14 incurred in the performance of this contract in accordance with the following:

15 (a) Total Reimbursement shall not exceed the amount of \$ 17,940
16 as set forth on Signature Sheet.

17 (b) Payment of costs incurred in the performance of this contract shall be
18 paid on the basis of an approved monthly claim as follows:

19 (1) Within ten (10) days following the completion of each calendar
20 month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing
21 all expenditures made pursuant to this SUBGRANT during the
22 preceding month.

23 (2) The County Administrative Officer of PRIME SPONSOR, or his de-
24 signee, shall review that claim, may review the records, books of
25 account, trial balance and vouchers of SUBGRANTEE, and shall
26 approve the claim to the extent that SUBGRANTEE has incurred
27 reasonable and necessary costs pursuant to this subgrant,
28 including the Budget Schedules attached hereto.

1 (3) To the extent permitted by the federal government, the County
2 Administrative Officer or his designee may approve an advance of
3 working capital to SUBGRANTEE. Each advance of working capital
4 may be made only upon application in writing by SUBGRANTEE. Each
5 approval shall be in writing and shall set forth the terms for
6 repayment. Repayment shall be offset against amounts payable
7 on monthly claims. The terms of repayment may be modified by
8 written order of the County Administrative Officer or his designee.
9 Upon termination of this subgrant any unpaid advances shall be
10 offset against any remaining payments to SUBGRANTEE. Any advances
11 exceeding remaining payments shall be repaid to PRIME SPONSOR
12 immediately.

13 (c) Reasonable and necessary costs shall be determined by PRIME SPONSOR
14 in accordance with the requirements of the United States Department of
15 Labor regulations and the United States General Services Administration
16 Federal Management Circular 74-4, United States Office of Management
17 and Budget Circular A-102, and any additional requirements or procedures
18 established by PRIME SPONSOR.

19 (d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME
20 SPONSOR has made applications to the United States Department of Labor
21 for a grant of funds under the Comprehensive Employment and Training
22 Act of 1973, as amended, for the purpose of funding services under this
23 contract and that PRIME SPONSOR is not obligated to provide funds to
24 SUBGRANTEE and SUBGRANTEE is not obligated to provide services under
25 the contract until such funds are made available to PRIME SPONSOR by
26 the Department of Labor.

27 (e) Approved claims shall be paid only from funds granted to PRIME SPONSOR
28 by the Department of Labor.

1 5. Records, Audits, Inspection

2 (a) Establishment and Maintenance of Records

3 The SUBGRANTEE shall maintain records, including but not limited to
4 books, financial records, supporting documents, statistical records,
5 personnel, property, participant, and all other pertinent records
6 sufficient to reflect properly, (a) all direct and indirect costs of
7 whatsoever nature claimed to have been incurred and anticipated to
8 be incurred to perform this contract, and (b) all other matters
9 covered by this SUBGRANT for which the maintenance and retention of
10 records is required by law, including but not limited to U. S. GSA
11 Federal Management Circular 74-4, and regulations of the U. S.
12 Department of Labor, including but not limited to 20 CFR §676.35 and
13 41 CFR §29-70.203. The obligation to maintain and preserve records
14 shall not be diminished by any instructions or advice given by PRIME
15 SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to
16 PRIME SPONSOR.

17 (b) Preservation of Records

18 SUBGRANTEE shall preserve and make available its records related to
19 this SUBGRANT (a) until the expiration of three (3) years from the
20 date of final payment to SUBGRANTEE under this SUBGRANT except that
21 records relating to participants' participation in a CETA program
22 shall be maintained for each participant for a period of five (5)
23 years from the date of enrollment into the program.

24 If, prior to the expiration of the required retention period, any
25 litigation or audit is begun or a claim is instituted involving
26 the records, SUBGRANTEE shall retain the records beyond the
27 retention period until the litigation, audit findings, or claim
28 has been finally resolved.

1 (c) Accounting by SUBGRANTEE

2 SUBGRANTEE shall establish and maintain at all times, on a current
3 basis in conjunction with the Program, an adequate accrual system of
4 accounting covering all costs, items and expenditures with respect
5 to the Program, in accordance with generally accepted accounting
6 principles and standards, and in accordance with requirements of the
7 federal government and any PRIME SPONSOR requirements as set forth
8 in the "Subgrantees' Fiscal Activities Manual."

9 (d) Examination of Records and Facilities

10 At any time during normal business hours, PRIME SPONSOR or duly
11 authorized representative thereof, shall until expiration of three
12 (3) years after final payment under this SUBGRANT, or any longer
13 period as required by applicable law, have access to and the right
14 to examine its offices, and facilities engaged in performance of this
15 SUBGRANT and all its records with respect to all matters covered by
16 this SUBGRANT, including the right to audit, examine and make excerpts
17 of transcripts and from such records to make audit of all contracts
18 and subcontracts, invoices, payrolls, records or personnel conditions
19 of employment, material and all other data relating to matters covered
20 by the SUBGRANT.

21 (e) Documentation of Cost

22 All cost shall be supported by properly executed payrolls, time
23 records, invoices, contracts, or vouchers or other official documen-
24 tation evidencing in proper detail the nature and the propriety of the
25 charge. All checks, payrolls, accounting documents, pertaining in
26 whole or part of this contract shall be clearly identified and
27 readily accessible.

28 6. Suspension of Disallowance of Payments

1 PRIME SPONSOR may at any time elect to offset against, suspend, or disallow
2 payment to SUBGRANTEE in whole or part or to demand repayment under this
3 Agreement in the event of any of the following occurrences, to wit:

- 4 (a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation
5 of any nature with respect to any information or data furnished to
6 PRIME SPONSOR in connection with Program.
7 (b) If SUBGRANTEE is in default under any provisions of this agreement.
8 (c) If SUBGRANTEE maintains a pattern of discrimination.
9 (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct
10 of activities and program.
11 (e) If the SUBGRANTEE fails to comply with any other terms and conditions
12 of this SUBGRANT.
13 (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect
14 or incomplete in any material respect.

15 7. Termination of SUBGRANT

16 (a) With Cause

17 PRIME SPONSOR may terminate the SUBGRANT in the following instances
18 by giving written notice to the SUBGRANTEE at least five (5) days
19 prior to the effective termination date stated in the notice:

- 20 (1) If through any cause SUBGRANTEE shall fail to fulfill in timely
21 and proper manner its obligations under this Agreement.
22 (2) If SUBGRANTEE shall violate any of the covenants or stipulations
23 of this Agreement.
24 (3) If the grant from the U. S. Department of Labor under which this
25 Agreement is made is terminated.
26 (4) If SUBGRANTEE is unable or unwilling to comply with such ad-
27 ditional conditions as may be lawfully applied by the U. S.
28 Department of Labor to the grant under which this Agreement is

1 made. SUBGRANTEE shall not be relieved of liability to PRIME
2 SPONSOR for damages sustained by PRIME SPONSOR by virtue of any
3 breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may
4 withhold any reimbursement to SUBGRANTEE for the purpose of
5 setoff until such time as the exact amount of damages due PRIME
6 SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

7 (b) Without Cause

8 Either party may terminate this SUBGRANT at any time by giving
9 written notice to the other party of such termination and specifying the
10 effective date thereof, at least 30 days before the effective date
11 of such termination. If the SUBGRANT is terminated
12 as provided herein, SUBGRANTEE will be paid an amount which the same
13 ratio to the total compensation as the service actually performed
14 bears to the total services of SUBGRANTEE covered by this SUBGRANT,
15 less payments of compensation previously made.

16 8. Severability of Provisions

17 If any provisions of this SUBGRANT are held invalid, the remainder of this
18 SUBGRANT shall not be affected thereby, if such remainder would then
19 continue to conform to terms and requirements of applicable law.

20 9. Exculpatory Clause

21 SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its
22 officers, employees and agents from and against all claims, losses,
23 liabilities, or damages, including attorney fees, arising out of or
24 resulting from the performance of this Agreement, caused in whole or in
25 part by any negligent act or omission of SUBGRANTEE or anyone directly
26 or indirectly employed by SUBGRANTEE, regardless of whether or not it is
27 caused in part by a party indemnified hereunder.

28 /////

10. Legal Relationship

- (a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- (b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.
- (c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.
- (d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer

under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, Federal Social Security Acts, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PRIME SPONSOR shall not be liable for any worker's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire budget category for the term of this program and shall explain in detail the reasons for such excess.

12. Procedures for Corrective Action

- (a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administrative Officer may order corrective action.
- (b) Before making such an order, the County Administrative Office or his designee shall give SUBGRANTEE ten (10) days' written notice

1 setting forth the nature of SUBGRANTEE'S noncompliance and a procedure
2 whereby SUBGRANTEE and its officers or responsible employees may
3 have an opportunity to meet with the County Administrative Office or
4 PRIME SPONSOR or his designee for the purposes of considering the
5 need for and nature of corrective action.

- 6 (c) An order for corrective action shall be in writing and shall set
7 forth specific directions for corrective action and a detailed
8 timetable for implementing the specific directions for reporting to
9 PRIME SPONSOR as to implementation. The order shall be served on
10 SUBGRANTEE.
- 11 (d) If SUBGRANTEE shall fail to implement an order for corrective action,
12 or if it shall fail to do so within the timetable set for implementation,
13 the County Administrative Officer of the PRIME SPONSOR may recommend
14 that the Governing Body suspend payments hereunder or terminate this
15 SUBGRANT.
- 16 (e) If SUBGRANTEE shall fail to comply with the administrative requirements
17 of this SUBGRANT, such as those requiring the timely submission of
18 all periodic reports, and if such failure shall not be suggestive of
19 other apparent misfeasance, malfeasance, or nonfeasance, the County
20 Administrative Officer shall be empowered, without consultation with
21 the Governing Body, to suspend or delay any and all payments under
22 this SUBGRANT until such failure is rectified.

23 13. Property

- 24 (a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall
25 be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall
26 be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-
27 70.102 (a), set forth therein, and as between PRIME SPONSOR and
28 SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor

agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

- (b) The SUBGRANTEE'S Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29-70.215-7 a copy to which is attached hereto and incorporated by this reference.

14. Program Income

- (a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion of PRIME SPONSOR, for a period of two (2) years from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.
- (b) In the case of income generated by projects under YCCIP, SUBGRANTEE may retain this income, at the discretion of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this section shall apply.
- (c) SUBGRANTEE shall make monthly reports on the expenditure of this income on forms approved by PRIME SPONSOR.
- (d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

15. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an

1 agreement or understanding for commission, percentage, brokerage, or
2 contingency fee. For breach or violation of this covenant the PRIME SPONSOR
3 shall have the right to annul this agreement without liability or, at its
4 discretion, to deduct from the compensation or otherwise recover, the full
5 amount of such commission, percentage, brokerage, or contingency fee.

6 16. Laws

7 SUBGRANTEE shall comply with all the applicable laws, decisions, statutes,
8 regulations and ordinances of the United States, the State of California,
9 and local governments, and as they are amended during the term of this
10 agreement.

11 17. Copyrights and Rights in Data

12 Where activities supported by this SUBGRANT produce original computer
13 programs, writing sound recordings, pictorial reproductions, drawings or
14 other graphical representation and works of any similar nature (the term
15 computer programs includes executable computer programs and supporting
16 data in any form), PRIME SPONSOR and/or the Department of Labor reserve
17 the right to use, duplicate, and disclose the same, in whole or in part,
18 in any manner for any purpose whatsoever, and to authorize others to do so.
19 If any material described in the previous sentence is subject to copyright,
20 PRIME SPONSOR and/or the Department of Labor reserve the right to copyright
21 such and SUBGRANTEE agrees not to copyright such material. If the material
22 is copyrighted, PRIME SPONSOR and/or the Department of Labor reserve a
23 royalty-free, non-exclusive, and irrevocable license to reproduce, publish,
24 and use such materials, in the whole or in part, and to authorize others
25 to do so.

26 18. Publication

27 Before publishing any materials produced by activities supported by this
28 agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance

of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial preface or introduction to these materials as published contain the following:

- (a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from the YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."
- (b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the Department of Labor. YOLO COUNTY and the Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."
- (c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials

1 to be published and resubmit them to PRIME SPONSOR which shall prepare
2 comments on the resubmitted data within thirty (30) days after receipt
3 thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE
4 shall determine whether or not to accept or adopt any of the comments on
5 the revised materials as resubmitted to PRIME SPONSOR and shall advise
6 PRIME SPONSOR of this determination within fifteen (15) days after receipt
7 of the comments of PRIME SPONSOR. Thereafter, the materials may be
8 published or revised in accordance with the procedures set forth above in
9 the publication of materials on which PRIME SPONSOR has submitted its
10 comments to SUBGRANTEE.

11 If PRIME SPONSOR has not submitted its comments on any materials submitted
12 to it within ninety (90) days after PRIME SPONSOR has received any such
13 materials, SUBGRANTEE may proceed to publish the materials in the form
14 in which they have been submitted to PRIME SPONSOR but shall include the
15 credit statement and the disclaimer statement set forth above, but without
16 any further comments.

17 19. Patents

18 If any discovery or invention arises or is developed in the course of or
19 as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer
20 the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees
21 that determination of rights to inventions or discoveries made under this
22 agreement shall be made by the Department of Labor, or its duly authorized
23 representatives, who shall have the sole and exclusive powers to determine
24 whether or not and where a patent application should be filed and to
25 determine the disposition of all rights in such inventions or discoveries,
26 including title to and license rights under any patent application or
27 patent which may issue thereon. The determination of DOL, or its duly
28 authorized representative, shall be accepted as final. SUBGRANTEE agrees

and otherwise recognizes that PRIME SPONSOR and/or The Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

20. Personnel

- (a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.
- (b) All of the services hereunder will be performed by SUBGRANTEE or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- (c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.
- (d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Titles II-D or VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Titles II-D and VI when any other person is on lay-off from the same or any substantially equivalent job.
- (e) SUBGRANTEE represents that it has or will establish objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, and performance evaluation that are reflective of the Intergovernment Personnel Act Merit Principles.

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1 21. Assignments

2 Without the written consent of PRIME SPONSOR, this SUBGRANT is not
3 assignable by SUBGRANTEE either in whole or in part.

4 22. Alterations

5 No alteration or variation of the terms of this SUBGRANT shall be valid
6 unless made in writing and signed by the parties hereto.

7 23. Waiver

8 The waiver by PRIME SPONSOR of any default, breach or condition shall not
9 be construed as a waiver on the part of the PRIME SPONSOR of any other
10 default, breach or condition, or any other right hereunder.

11 24. Successors

12 This SUBGRANTEE shall bind and insure to the successors in interest of
13 PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been
14 expressly named herein.

15 25. Clean Air Act of 1970

16 If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees
17 to comply with all applicable standards, orders, or regulations issued
18 pursuant to the Clean Air Act of 1970.

19 26. Nepotism

20 Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause
21 or allow to be hired, a person into an administrative capacity, staff posi-
22 tion or public service employment position funded under CETA, if a member of
23 his or her immediate family is employed in an administrative capacity for
24 the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a
25 state or local statute regarding nepotism exists which is more restrictive

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1 than the above policy, the eligible applicant should follow the State or
2 local statute in lieu of the above policy.

3 (a) The term "member of the immediate family" includes: wife, husband, son,
4 daughter, mother, father, brother, brother-in-law, sister, sister-in-law,
5 son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle,
6 niece, nephew, step-parent, and step-child.

7 (b) The term "administrative capacity" includes those persons who have over-
8 all administrative responsibility for a program, including all elected and
9 appointed officials who have any responsibility for the obtaining of and/or
10 approval of any grant funded under the Act, such as members of the PRIME
11 SPONSOR Planning Council, or Private Industry Planning Council, who are not
12 economically disadvantaged, other officials who have influence or control
13 over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

14 (c) The term "staff position" includes all CETA staff positions funded
15 under the Act, such as instructors, counselors and other staff involved in
16 administrative, training or service activities.

17 27. Non-Discrimination

18 SUBGRANTEE shall comply with the requirements of 20CFR § 676.52 regarding
19 nondiscrimination.

20 28. Federal Aid

21 It is understood by the parties hereto that neither this Agreement nor any
22 Agreement pursuant hereto shall obligate the federal government to enter into
23 any Agreement with SUBGRANTEE or any other entity for federal financial
24 assistance in connection with this Agreement; or for the planning or under-
25 taking of any work element not included in this Agreement. Any such agree-
26 ment will be entered into at the sole discretion of the federal government.

27 29. Fidelity Bond

28 Prior to any disbursement of funds to SUBGRANTEE for any purpose other than

1 for premium for fidelity bonds, PRIME SPONSOR shall receive a statement from
2 SUBGRANTEE'S insurer certifying to PRIME SPONSOR that all personnel of SUB-
3 GRANTEE handling funds received from PRIME SPONSOR for disbursement under this
4 Agreement are covered by a fidelity bond in an amount and manner consistent
5 with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled
6 or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that
7 event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE
8 until the coverage initially approved by PRIME SPONSOR has been reinstated,
9 or equivalent coverage has been obtained.

10 30. Insurance

11 (a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall
12 maintain in full force and effect a policy of public liability insurance with
13 minimum coverages in an amount satisfactory to PRIME SPONSOR. If PRIME
14 SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an
15 additional insured on said policy and shall obtain a waiver of the insurer's
16 right of subrogation against PRIME SPONSOR.

17 (b) Worker's Compensation. During the term of this SUBGRANT, SUBGRANTEE
18 shall comply fully with the terms of the law of California concerning worker's
19 compensation. Said compliance shall include, but not be limited to, main-
20 taining in full force and effect one or more policies of insurance insuring
21 against any liability SUBGRANTEE may have for worker's compensation.

22 31. Entire Agreement Modifications

23 This Agreement constitutes the entire agreement between the parties hereto
24 for services furnished pursuant to this Agreement. This Agreement may be
25 modified, altered, or revised only upon the written consent of both parties
26 hereto.

27 32. Notices

28 All notices to be given SUBGRANTEE may be given by deposit in the United

1 States mail, postage prepaid, addressed to SUBGRANTEE at the address set
2 forth on the Signature Sheet. WHEREFORE, the parties have executed this
3 SUBGRANT No. 79-364.

4 33. Federal Regulations

5 The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675,
6 676, 677, 678, and 679, and 41 CFR Part 29-70 are attached hereto and in-
7 corporated into this SUBGRANT.

8 COUNTY OF YOLO, PRIME SPONSOR

9 Betty C. Marshall
(Signature of Authorized Officer)

10 Chairman, Yolo County
11 Board of Supervisors
12 (Title of Authorized Officer)

13
14 Praul Center for Educational
15 and Behavioral Change, Inc.
16 (Legal Name of SUBGRANTEE)

17 G. A. R.
18 (Signature of Authorized Officer)

19
20
21 (Date) 10/15 1979

22 Director
23 (Title of Authorized Officer)

24 ////

25 ////

26 ////

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FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 41 CFR, Part 29-70 are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

Pratt Center

Name of Subgrantee

S/R

Authorized Signature

10/15/79

Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
 - a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder; and
 - b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.
2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.
3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
 - a. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
 - b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
 - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.
 - d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).
 - e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).
 - f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7)).
 - g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).
 - h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

1. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).
- j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.
- k. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.
- l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).
- n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20 CFR 677.13(c)(3)).
- o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).
- p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

- q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of persons currently in jobs not funded under CETA (20 CFR 676.73).
- r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).
- t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).
- u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).
- v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining

agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

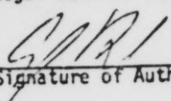
- w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).
- x. For each participant employment and training activities funded under Title II of CETA, an Employability Development Plan (EDP) will be developed by the SUBGRANTEE. The Employability Development Plan shall include at least the following: 1) assessment data showing the participant's employability readiness; 2) barriers to employment faced by the participant; 3) specific employment and training needs; 4) specific services and activities to be developed and provided to meet those needs; and 5) an individualized plan for transition from program activities to placement in unsubsidized employment. The EDP shall be reviewed periodically throughout the duration of the participation, and revised accordingly (20 CFR 677.2).
- y. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).
- z. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

Praul Center for Educational
and Behavioral Change, Inc.

(Legal Name of SUBGRANTEE)

12/15/79 19
(Date)


(Signature of Authorized Officer)

Director
(Title of Authorized Officer)

YULO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
Room 102, Yolo County Courthouse, Woodland, California 95695

CETA TITLE II-D OPERATING BUDGET

☒ ORIGINAL ☐ REVISION NO. _____

DATE September 4, 1979

Subgrantee Name and Address:

Contact Person Carroll Schroeder

Pratt Center for Educational & Behavioral

Phone 756-2879

Contract No. _____

Change, Inc.

Period: From 10-1-79

To 9-30-80

P.O. Box 405

Program Name _____

Davis, CA 95616

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.			1,485					1,485
NOV.			1,485					1,485
DEC.			1,485					1,485
JAN.			1,485					1,485
FEB.			1,485					1,485
MAR.			1,485					1,485
APR.			1,485					1,485
MAY			1,485					1,485
JUNE			1,485					1,485
JULY			1,485					1,485
AUG.			1,485					1,485
SEPT.			1,605					1,605
TOTAL			17,940					17,940

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.			1,198	287			1,485
NOV.			1,198	287			1,485
DEC.			1,198	287			1,485
JAN.			1,198	287			1,485
FEB.			1,198	287			1,485
MAR.			1,198	287			1,485
APR.			1,198	287			1,485
MAY			1,198	287			1,485
JUNE			1,198	287			1,485
JULY			1,198	287			1,485
AUG.			1,198	287			1,485
SEPT.			1,294	311			1,605
TOTAL			14,472	3,468			17,940

CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Carroll Schroeder
Name and Title of Authorized Official
Pratt Center
Signature Evelyn Pratt -
Director
C 108 (10-78)

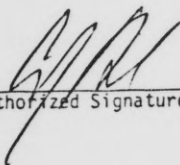
For CETA Approval Only:

Carroll Schroeder 9-6-79
Accountant Date
Carroll Schroeder 9-29-79
Principal Administrative Analyst Date

Special Conditions

Praul Center for Educational and Behavioral Change, Inc., in receiving funds under Title II-D of the Comprehensive Employment and Training Act for employing a Maintenance Worker/Custodian, agrees to the following special conditions:

1. That a long-term unemployed person from the City of Davis be hired for the position;
2. That arrangements will be made for the participant to attend appropriate training courses to enhance the participant's overall long-term employability; and that such arrangements for training will be approved in writing in advance by the Prime Sponsor;
3. That the CETA position will not be used to reduce the funds presently in the maintenance budget of the Praul Center.



(Authorized Signature)

Praul Center

(Legal Name of Subgrantee)

10/5/79

(Date)

Position Listing

Title II-D

Paul Center for Educational & Behavioral Change, Inc.

<u>Position</u>	<u>Salary</u> <u>10-1-79 to</u>	<u>Benefits</u> <u>9-30-80</u>	<u>Total</u>
1 Child Care Trainee 12 mo. @ 603/134	\$ 7,236	\$1,608	\$ 8,844
1 Maintenance Worker/Custodian 12 mo. @ 603/155	7,236	1,860	9,096
2	\$14,472	\$3,468	\$17,940

Subgrant Signature Sheet

Title IID PSEAgreement/ 79-365
Subgrant No.Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of California

Subgrantee

The Aquarian Effort, Inc.

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and the Aquarian Effort, Inc. hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

FILED

OCT 16 1979

Program : The Aquarian Effort, Inc. Alternative House

Mailing Address : 2104 Capitol Avenue

PETER McNAMEE, Clerk

By Peter McNamee
Clerk

City : Sacramento, CA 95814

Phone: 372-5400

Program Director: Galen Phipps

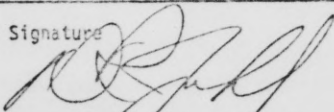
County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the Assurances and Certifications.

The term of the SUBGRANT shall begin on October 1, 1979.The term of the SUBGRANT shall end on September 30, 1980.The total amount of the SUBGRANT is \$28,836.

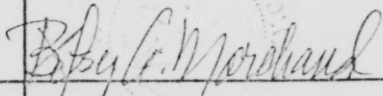
Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature



By Signature



Name and Title

Date

DONALD R. JUHL

10/9/79

EXECUTIVE DIRECTOR

Name and Title

Date

BETSY A. MARCHAND, Chairman
Yolo County Board of Supervisors

OCT 2 - 1979

Type Name and Title of Authorized Officer

Donald R. Juhl - Executive Director

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of October, 1979,
by and between the County of Yolo, a political subdivision, hereinafter called
PRIME SPONSOR or County, and the The Aquarian Effort, Inc.
hereinafter called SUBGRANTEE.

WITNESSETH:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive
Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-
444, and PL 95-524), hereinafter referred to as CETA and as such by Code of
Federal Regulations is charged with the basic responsibilities of a Prime
Sponsor and the parts and sections of CETA referred to therein, which
provides as follows:

- (a) Compliance with plans and assurances.
- (b) Compliance with Part 676 of the Regulations.
- (c) Establish priorities for receipt of assistance authorized under the
Act taking into account the priorities identified by the Secretary
and the significant segments represented among the economically
disadvantaged, unemployed, and underemployed residing within the
jurisdiction.
- (d) Providing job training and employment opportunities for economically
disadvantaged, unemployed, or underemployed persons which will result
in an increase in their earned income and assuring that training and
other services lead to maximum employment opportunities and enhance
self sufficiency by establishing a flexible, coordinated, and de-
centralized system of programs (CETA Sec. 2).
- (e) Advising all participants of their rights and responsibilities prior

to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR §676.83 and 676.84; and

(f) Making maximum efforts to achieve the provision of the plan.

2. The Aquarian Effort, Inc. is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679
- (d) Code of Federal Regulations - 41 CFR Part 29-70
- (e) Assurances and Certifications
- (f) Operating Budget
- (g) Position Listing
- (h)
- (i)
- (j)
- (k)
- (l)
- (m)
- (n)
- (o)
- (p)
- (q)

1 2. Program

2 SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME
3 SPONSOR perform the services described in the attachments listed above
4 under Subgrant which are subject to all the terms, conditions, and
5 assurances of this SUBGRANT.

6 3. Term

7 The term of this SUBGRANT shall begin October 1, 1979,
8 and shall end September 30, 1980, as set forth on the
9 Signature Sheet. Grant funds may not, without advance written approval by
10 PRIME SPONSOR, be obligated before the beginning of the term or after the
11 ending of the term.

12 4. Payment

13 PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs
14 incurred in the performance of this contract in accordance with the following:

15 (a) Total Reimbursement shall not exceed the amount of \$ 28,836,
16 as set forth on Signature Sheet.

17 (b) Payment of costs incurred in the performance of this contract shall be
18 paid on the basis of an approved monthly claim as follows:

19 (1) Within ten (10) days following the completion of each calendar
20 month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing
21 all expenditures made pursuant to this SUBGRANT during the
22 preceding month.

23 (2) The County Administrative Officer of PRIME SPONSOR, or his de-
24 signee, shall review that claim, may review the records, books of
25 account, trial balance and vouchers of SUBGRANTEE, and shall
26 approve the claim to the extent that SUBGRANTEE has incurred
27 reasonable and necessary costs pursuant to this subgrant,
28 including the Budget Schedules attached hereto.

1 (3) To the extent permitted by the federal government, the County
2 Administrative Officer or his designee may approve an advance of
3 working capital to SUBGRANTEE. Each advance of working capital
4 may be made only upon application in writing by SUBGRANTEE. Each
5 approval shall be in writing and shall set forth the terms for
6 repayment. Repayment shall be offset against amounts payable
7 on monthly claims. The terms of repayment may be modified by
8 written order of the County Administrative Officer or his designee.
9 Upon termination of this subgrant any unpaid advances shall be
10 offset against any remaining payments to SUBGRANTEE. Any advances
11 exceeding remaining payments shall be repaid to PRIME SPONSOR
12 immediately.

13 (c) Reasonable and necessary costs shall be determined by PRIME SPONSOR
14 in accordance with the requirements of the United States Department of
15 Labor regulations and the United States General Services Administration
16 Federal Management Circular 74-4, United States Office of Management
17 and Budget Circular A-102, and any additional requirements or procedures
18 established by PRIME SPONSOR.

19 (d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME
20 SPONSOR has made applications to the United States Department of Labor
21 for a grant of funds under the Comprehensive Employment and Training
22 Act of 1973, as amended, for the purpose of funding services under this
23 contract and that PRIME SPONSOR is not obligated to provide funds to
24 SUBGRANTEE and SUBGRANTEE is not obligated to provide services under
25 the contract until such funds are made available to PRIME SPONSOR by
26 the Department of Labor.

27 (e) Approved claims shall be paid only from funds granted to PRIME SPONSOR
28 by the Department of Labor.

1 5. Records, Audits, Inspection

2 (a) Establishment and Maintenance of Records

3 The SUBGRANTEE shall maintain records, including but not limited to
4 books, financial records, supporting documents, statistical records,
5 personnel, property, participant, and all other pertinent records
6 sufficient to reflect properly, (a) all direct and indirect costs of
7 whatsoever nature claimed to have been incurred and anticipated to
8 be incurred to perform this contract, and (b) all other matters
9 covered by this SUBGRANT for which the maintenance and retention of
10 records is required by law, including but not limited to U. S. GSA
11 Federal Management Circular 74-4, and regulations of the U. S.
12 Department of Labor, including but not limited to 20 CFR §676.35 and
13 41 CFR §29-70.203. The obligation to maintain and preserve records
14 shall not be diminished by any instructions or advice given by PRIME
15 SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to
16 PRIME SPONSOR.

17 (b) Preservation of Records

18 SUBGRANTEE shall preserve and make available its records related to
19 this SUBGRANT (a) until the expiration of three (3) years from the
20 date of final payment to SUBGRANTEE under this SUBGRANT except that
21 records relating to participants' participation in a CETA program
22 shall be maintained for each participant for a period of five (5)
23 years from the date of enrollment into the program.
24 If, prior to the expiration of the required retention period, any
25 litigation or audit is begun or a claim is instituted involving
26 the records, SUBGRANTEE shall retain the records beyond the
27 retention period until the litigation, audit findings, or claim
28 has been finally resolved.

1 (c) Accounting by SUBGRANTEE

2 SUBGRANTEE shall establish and maintain at all times, on a current
3 basis in conjunction with the Program, an adequate accrual system of
4 accounting covering all costs, items and expenditures with respect
5 to the Program, in accordance with generally accepted accounting
6 principles and standards, and in accordance with requirements of the
7 federal government and any PRIME SPONSOR requirements as set forth
8 in the "Subgrantees' Fiscal Activities Manual."

9 (d) Examination of Records and Facilities

10 At any time during normal business hours, PRIME SPONSOR or duly
11 authorized representative thereof, shall until expiration of three
12 (3) years after final payment under this SUBGRANT, or any longer
13 period as required by applicable law, have access to and the right
14 to examine its offices, and facilities engaged in performance of this
15 SUBGRANT and all its records with respect to all matters covered by
16 this SUBGRANT, including the right to audit, examine and make excerpts
17 of transcripts and from such records to make audit of all contracts
18 and subcontracts, invoices, payrolls, records or personnel conditions
19 of employment, material and all other data relating to matters covered
20 by the SUBGRANT.

21 (e) Documentation of Cost

22 All cost shall be supported by properly executed payrolls, time
23 records, invoices, contracts, or vouchers or other official documen-
24 tation evidencing in proper detail the nature and the propriety of the
25 charge. All checks, payrolls, accounting documents, pertaining in
26 whole or part of this contract shall be clearly identified and
27 readily accessible.

28 6. Suspension of Disallowance of Payments

1 PRIME SPONSOR may at any time elect to offset against, suspend, or disallow
2 payment to SUBGRANTEE in whole or part or to demand repayment under this
3 Agreement in the event of any of the following occurrences, to wit:

- 4 (a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation
5 of any nature with respect to any information or data furnished to
6 PRIME SPONSOR in connection with Program.
7 (b) If SUBGRANTEE is in default under any provisions of this agreement.
8 (c) If SUBGRANTEE maintains a pattern of discrimination.
9 (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct
10 of activities and program.
11 (e) If the SUBGRANTEE fails to comply with any other terms and conditions
12 of this SUBGRANT.
13 (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect
14 or incomplete in any material respect.

15 7. Termination of SUBGRANT

16 (a) With Cause

17 PRIME SPONSOR may terminate the SUBGRANT in the following instances
18 by giving written notice to the SUBGRANTEE at least five (5) days
19 prior to the effective termination date stated in the notice:

- 20 (1) If through any cause SUBGRANTEE shall fail to fulfill in timely
21 and proper manner its obligations under this Agreement.
22 (2) If SUBGRANTEE shall violate any of the covenants or stipulations
23 of this Agreement.
24 (3) If the grant from the U. S. Department of Labor under which this
25 Agreement is made is terminated.
26 (4) If SUBGRANTEE is unable or unwilling to comply with such ad-
27 ditional conditions as may be lawfully applied by the U. S.
28 Department of Labor to the grant under which this Agreement is

made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Either party may terminate this SUBGRANT at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the service actually performed bears to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

9. Exculpatory Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

/////

10. Legal Relationship

- (a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- (b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.
- (c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.
- (d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer

1 under the Federal Insurance Contributions Act, the Federal Unemployment
2 Tax Act, Federal Social Security Acts, the Unemployment Compensation
3 Act, or any other Federal or State laws or acts which in any way
4 affect or relate to the relationship of employer and employee, and
5 shall be liable for any Social Security, Unemployment Compensation
6 or other taxes or penalties arising or levied by reason of the
7 employment of such persons employed by it. PRIME SPONSOR shall not
8 be liable for any worker's compensation or other benefits accruing
9 under any Federal or State law or acts to any persons employed by
10 the said SUBGRANTEE under this Agreement, but such liability, if
11 any, shall be exclusively that of SUBGRANTEE.

12 11. Monthly Report

13 SUBGRANTEE shall be responsible for filing monthly reports with PRIME
14 SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR
15 and shall contain all data and information concerning both quality and
16 quantity of program performance required by PRIME SPONSOR. Each report
17 shall set forth the extent to which the Program Performance Goals have
18 been met and shall explain in detail the reasons any such plans have not
19 been met. Each report shall set forth the extent expenditures exceed a
20 prorata portion of the entire budget category for the term of this program
21 and shall explain in detail the reasons for such excess.

22 12. Procedures for Corrective Action

- 23 (a) Whenever the County Administrative Officer of PRIME SPONSOR determines
24 in the manner set forth herein that SUBGRANTEE has failed to comply
25 with any provision of this SUBGRANT, the County Administrative Officer
26 may order corrective action.
- 27 (b) Before making such an order, the County Administrative Office or
28 his designee shall give SUBGRANTEE ten (10) days' written notice

1 setting forth the nature of SUBGRANTEE'S noncompliance and a procedure
2 whereby SUBGRANTEE and its officers or responsible employees may
3 have an opportunity to meet with the County Administrative Office or
4 PRIME SPONSOR or his designee for the purposes of considering the
5 need for and nature of corrective action.

- 6 (c) An order for corrective action shall be in writing and shall set
7 forth specific directions for corrective action and a detailed
8 timetable for implementing the specific directions for reporting to
9 PRIME SPONSOR as to implementation. The order shall be served on
10 SUBGRANTEE.
- 11 (d) If SUBGRANTEE shall fail to implement an order for corrective action,
12 or if it shall fail to do so within the timetable set for implementation,
13 the County Administrative Officer of the PRIME SPONSOR may recommend
14 that the Governing Body suspend payments hereunder or terminate this
15 SUBGRANT.
- 16 (e) If SUBGRANTEE shall fail to comply with the administrative requirements
17 of this SUBGRANT, such as those requiring the timely submission of
18 all periodic reports, and if such failure shall not be suggestive of
19 other apparent misfeasance, malfeasance, or nonfeasance, the County
20 Administrative Officer shall be empowered, without consultation with
21 the Governing Body, to suspend or delay any and all payments under
22 this SUBGRANT until such failure is rectified.

23 13. Property

- 24 (a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall
25 be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall
26 be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-
27 70.102 (a), set forth therein, and as between PRIME SPONSOR and
28 SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor

agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

- (b) The SUBGRANTEE'S Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29-70.215-7 a copy to which is attached hereto and incorporated by this reference.

14. Program Income

- (a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion of PRIME SPONSOR, for a period of two (2) years from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.
- (b) In the case of income generated by projects under YCCIP, SUBGRANTEE may retain this income, at the discretion of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this section shall apply.
- (c) SUBGRANTEE shall make monthly reports on the expenditure of this income on forms approved by PRIME SPONSOR.
- (d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

15. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an

1 agreement or understanding for commission, percentage, brokerage, or
2 contingency fee. For breach or violation of this covenant the PRIME SPONSOR
3 shall have the right to annul this agreement without liability or, at its
4 discretion, to deduct from the compensation or otherwise recover, the full
5 amount of such commission, percentage, brokerage, or contingency fee.

6 16. Laws

7 SUBGRANTEE shall comply with all the applicable laws, decisions, statutes,
8 regulations and ordinances of the United States, the State of California,
9 and local governments, and as they are amended during the term of this
10 agreement.

11 17. Copyrights and Rights in Data

12 Where activities supported by this SUBGRANT produce original computer
13 programs, writing sound recordings, pictorial reproductions, drawings or
14 other graphical representation and works of any similar nature (the term
15 computer programs includes executable computer programs and supporting
16 data in any form), PRIME SPONSOR and/or the Department of Labor reserve
17 the right to use, duplicate, and disclose the same, in whole or in part,
18 in any manner for any purpose whatsoever, and to authorize others to do so.
19 If any material described in the previous sentence is subject to copyright,
20 PRIME SPONSOR and/or the Department of Labor reserve the right to copyright
21 such and SUBGRANTEE agrees not to copyright such material. If the material
22 is copyrighted, PRIME SPONSOR and/or the Department of Labor reserve a
23 royalty-free, non-exclusive, and irrevocable license to reproduce, publish,
24 and use such materials, in the whole or in part, and to authorize others
25 to do so.

26 18. Publication

27 Before publishing any materials produced by activities supported by this
28 agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance

of any such funded publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial preface or introduction to these materials as published contain the following:

- (a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from the YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."
- (b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the Department of Labor. YOLO COUNTY and the Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."
- (c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials

1 to be published and resubmit them to PRIME SPONSOR which shall prepare
2 comments on the resubmitted data within thirty (30) days after receipt
3 thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE
4 shall determine whether or not to accept or adopt any of the comments on
5 the revised materials as resubmitted to PRIME SPONSOR and shall advise
6 PRIME SPONSOR of this determination within fifteen (15) days after receipt
7 of the comments of PRIME SPONSOR. Thereafter, the materials may be
8 published or revised in accordance with the procedures set forth above in
9 the publication of materials on which PRIME SPONSOR has submitted its
10 comments to SUBGRANTEE.

11 If PRIME SPONSOR has not submitted its comments on any materials submitted
12 to it within ninety (90) days after PRIME SPONSOR has received any such
13 materials, SUBGRANTEE may proceed to publish the materials in the form
14 in which they have been submitted to PRIME SPONSOR but shall include the
15 credit statement and the disclaimer statement set forth above, but without
16 any further comments.

17 19. Patents

18 If any discovery or invention arises or is developed in the course of or
19 as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer
20 the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees
21 that determination of rights to inventions or discoveries made under this
22 agreement shall be made by the Department of Labor, or its duly authorized
23 representatives, who shall have the sole and exclusive powers to determine
24 whether or not and where a patent application should be filed and to
25 determine the disposition of all rights in such inventions or discoveries,
26 including title to and license rights under any patent application or
27 patent which may issue thereon. The determination of DOL, or its duly
28 authorized representative, shall be accepted as final. SUBGRANTEE agrees

1 and otherwise recognizes that PRIME SPONSOR and/or The Department of Labor
2 shall acquire at least an irrevocable, non-exclusive, and royalty-free
3 license to practice and have practiced throughout the world for governmental
4 purposes any invention made in the course of or under this Agreement.

5 20. Personnel

- 6 (a) SUBGRANTEE represents that he has, or will secure at his own expense,
7 all personnel required in performing the services under this SUBGRANT.
8 Such personnel shall not be employees of or have any contractual
9 relationship with PRIME SPONSOR.
- 10 (b) All of the services hereunder will be performed by SUBGRANTEE or under
11 his/her supervision, and all personnel engaged in the work shall be
12 fully qualified and shall be authorized under State and local law to
13 perform such services.
- 14 (c) None of the work or services covered by this SUBGRANT shall be
15 subcontracted without the prior written approval of PRIME SPONSOR.
- 16 (d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of
17 an employee in anticipation of hiring an individual with funds
18 available under Titles II-D or VI. In addition, no participant shall
19 be used to fill positions or provide services normally provided by
20 temporary, part-time, or seasonal workers or contracted out, or to
21 fill full-time vacancies. SUBGRANTEE shall not hire any person into
22 any job funded under Titles II-D and VI when any other person is on
23 lay-off from the same or any substantially equivalent job.
- 24 (e) SUBGRANTEE represents that it has or will establish objective
25 personnel policies and practices for recruitment, selection, promotion,
26 classification, compensation, and performance evaluation that are
27 reflective of the Intergovernment Personnel Act Merit Principles.

28 //

1 21. Assignments

2 Without the written consent of PRIME SPONSOR, this SUBGRANT is not
3 assignable by SUBGRANTEE either in whole or in part.

4 22. Alterations

5 No alteration or variation of the terms of this SUBGRANT shall be valid
6 unless made in writing and signed by the parties hereto.

7 23. Waiver

8 The waiver by PRIME SPONSOR of any default, breach or condition shall not
9 be construed as a waiver on the part of the PRIME SPONSOR of any other
10 default, breach or condition, or any other right hereunder.

11 24. Successors

12 This SUBGRANTEE shall bind and insure to the successors in interest of
13 PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been
14 expressly named herein.

15 25. Clean Air Act of 1970

16 If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees
17 to comply with all applicable standards, orders, or regulations issued
18 pursuant to the Clean Air Act of 1970.

19 26. Nepotism

20 Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause
21 or allow to be hired, a person into an administrative capacity, staff posi-
22 tion or public service employment position funded under CETA, if a member of
23 his or her immediate family is employed in an administrative capacity for
24 the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a
25 state or local statute regarding nepotism exists which is more restrictive

26 /////

27 /////

28 /////

1 than the above policy, the eligible applicant should follow the State or
2 local statute in lieu of the above policy.

3 (a) The term "member of the immediate family" includes: wife, husband, son,
4 daughter, mother, father, brother, brother-in-law, sister, sister-in-law,
5 son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle,
6 niece, nephew, step-parent, and step-child.

7 (b) The term "administrative capacity" includes those persons who have over-
8 all administrative responsibility for a program, including all elected and
9 appointed officials who have any responsibility for the obtaining of and/or
10 approval of any grant funded under the Act, such as members of the PRIME
11 SPONSOR Planning Council, or Private Industry Planning Council, who are not
12 economically disadvantaged, other officials who have influence or control
13 over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

14 (c) The term "staff position" includes all CETA staff positions funded
15 under the Act, such as instructors, counselors and other staff involved in
16 administrative, training or service activities.

17 27. Non-Discrimination

18 SUBGRANTEE shall comply with the requirements of 20CFR § 676.52 regarding
19 nondiscrimination.

20 28. Federal Aid

21 It is understood by the parties hereto that neither this Agreement nor any
22 Agreement pursuant hereto shall obligate the federal government to enter into
23 any Agreement with SUBGRANTEE or any other entity for federal financial
24 assistance in connection with this Agreement; or for the planning or under-
25 taking of any work element not included in this Agreement. Any such agree-
26 ment will be entered into at the sole discretion of the federal government.

27 29. Fidelity Bond

28 Prior to any disbursement of funds to SUBGRANTEE for any purpose other than

1 for premium for fidelity bonds, PRIME SPONSOR shall receive a statement from
2 SUBGRANTEE'S insurer certifying to PRIME SPONSOR that all personnel of SUB-
3 GRANTEE handling funds received from PRIME SPONSOR for disbursement under this
4 Agreement are covered by a fidelity bond in an amount and manner consistent
5 with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled
6 or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that
7 event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE
8 until the coverage initially approved by PRIME SPONSOR has been reinstated,
9 or equivalent coverage has been obtained.

10 30. Insurance

11 (a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall
12 maintain in full force and effect a policy of public liability insurance with
13 minimum coverages in an amount satisfactory to PRIME SPONSOR. If PRIME
14 SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an
15 additional insured on said policy and shall obtain a waiver of the insurer's
16 right of subrogation against PRIME SPONSOR.

17 (b) Worker's Compensation. During the term of this SUBGRANT, SUBGRANTEE
18 shall comply fully with the terms of the law of California concerning worker's
19 compensation. Said compliance shall include, but not be limited to, main-
20 taining in full force and effect one or more policies of insurance insuring
21 against any liability SUBGRANTEE may have for worker's compensation.

22 31. Entire Agreement Modifications

23 This Agreement constitutes the entire agreement between the parties hereto
24 for services furnished pursuant to this Agreement. This Agreement may be
25 modified, altered, or revised only upon the written consent of both parties
26 hereto.

27 32. Notices

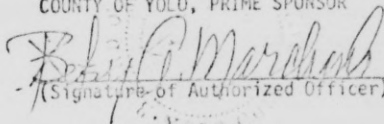
28 All notices to be given SUBGRANTEE may be given by deposit in the United

1 States mail, postage prepaid, addressed to SUBGRANTEE at the address set
2 forth on the Signature Sheet. WHEREFORE, the parties have executed this
3 SUBGRANT No. 79-865.

4 33. Federal Regulations

5 The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675,
6 676, 677, 678, and 679, and 41 CFR Part 29-70 are attached hereto and in-
7 corporated into this SUBGRANT.

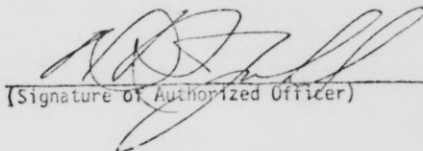
COUNTY OF YOLO, PRIME SPONSOR

8 
9 (Signature of Authorized Officer)

10 Chairman, Yolo County
11 Board of Supervisors

12 (Title of Authorized Officer)

13 The Aquarian Effort, Inc.
14 (Legal Name of SUBGRANTEE)

15 
16 (Signature of Authorized Officer)

17 10/9 19 79 EXECUTIVE DIRECTOR
18 (Date) (Title of Authorized Officer)

19 ////

20 ////

21 ////

22 ////

23 ////

24 ////

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
 - a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder; and
 - b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.
2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.
3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
 - a. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
 - b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
 - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.
 - d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).
 - e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).
 - f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7)).
 - g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).
 - h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

1. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).
- j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.
- k. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.
- l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).
- n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20 CFR 677.13(c)(3)).
- o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).
- p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

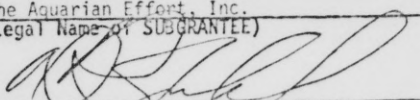
- q. For programs of public service employment under CETA, no jobs will be created in promotional line that will interfere in any way upon promotional opportunities of persons currently in jobs not funded under CETA (20 CFR 676.73).
- r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).
- t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).
- u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).
- v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining

agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

- w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).
- x. For each participant employment and training activities funded under Title II of CETA, an Employability Development Plan (EDP) will be developed by the SUBGRANTEE. The Employability Development Plan shall include at least the following: 1) assessment data showing the participant's employability readiness; 2) barriers to employment faced by the participant; 3) specific employment and training needs; 4) specific services and activities to be developed and provided to meet those needs; and 5) an individualized plan for transition from program activities to placement in unsubsidized employment. The EDP shall be reviewed periodically throughout the duration of the participation, and revised accordingly (20 CFR 677.2).
- y. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).
- z. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

The Aquarian Effort, Inc.
(Legal Name of SUBGRANTEE)


(Signature of Authorized Officer)

EXECUTIVE DIRECTOR
(Title of Authorized Officer)

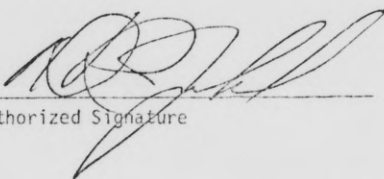
OCT. 9 1979
(Date)

FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 41 CFR, Part 29-70 are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

Name of Subgrantee



Authorized Signature

Date

YOLCO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
Room 102, Yolo County Courthouse, Woodland, California 95695
CETA TITLE II-D OPERATING BUDGET

☒ ORIGINAL ☐ REVISION NO. _____

DATE September 4, 1979

Subgrantee Name and Address:

The Aquarian Effort, Inc.

2104 Capitol Ave.

Sacramento, CA

Contact Person Galen Phipps

Phone 372-5400

Contract No. _____

Period: From 10-1-79

To 9-30-80

Program Name Alternative House

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.			2,346					2,346
NOV.			2,346					2,346
DEC.			2,346					2,346
JAN.			2,346					2,346
FEB.			2,346					2,346
MAR.			2,346					2,346
APR.			2,460					2,460
MAY			2,460					2,460
JUNE			2,460					2,460
JULY			2,460					2,460
AUG.			2,460					2,460
SEPT.			2,460					2,460
TOTAL			28,836					28,836

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.			1,941	405			2,346
NOV.			1,941	405			2,346
DEC.			1,941	405			2,346
JAN.			1,941	405			2,346
FEB.			1,941	405			2,346
MAR.			1,941	405			2,346
APR.			2,037	423			2,460
MAY			2,037	423			2,460
JUNE			2,037	423			2,460
JULY			2,037	423			2,460
AUG.			2,037	423			2,460
SEPT.			2,037	423			2,460
TOTAL			23,868	4,968			28,836

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Name and Title of Authorized Official

Accountant

Date

Signature

Date

Principal Administrative Analyst

Date

Position Listing

Title II-D

The Aquarian Effort, Inc.
Alternative House

<u>Position</u>	<u>Salary</u> <u>10-1-79 to</u>	<u>Benefits</u> <u>9-30-80</u>	<u>Total</u>
3 Drug Abuse Counselor Trainee I 12 mo. @ 663/138	\$23,868	\$4,968	\$28,836
<u>3</u>	<u>\$23,868</u>	<u>\$4,968</u>	<u>\$28,836</u>

BR,

Subgrant Signature Sheet

Title IID PSEAgreement/ Subgrant No. 78-866

Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of California

Subgrantee
Rural Research Access Project

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and the Rural Research Access Project hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program : Rural Research Access Project

Mailing Address : 870 Linden Lane

FILED

City : Davis, CA 95616

NOV - 1 1979

Phone: 422-5610

PETER McNAMER, Clerk

Program Director: Jean Ketcham

By

Debbie McPherson
Deputy

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the Assurances and Certifications.

The term of the SUBGRANT shall begin on October 1, 1979.

The term of the SUBGRANT shall end on September 30, 1980.

The total amount of the SUBGRANT is \$49,020.

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

Henry W. Esbershade

By Signature

Betsy A. Marchand

Name and Title

Date

Henry W. Esbershade
Administrator

10/1/79

Name and Title

Date

BETSY A. MARCHAND, Chairman
Yolo County Board of Supervisors

OCT 2 - 1979

Type Name and Title of Authorized Officer

Henry W. Esbershade
Administrator

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of October, 1979,
by and between the County of Yolo, a political subdivision, hereinafter called
PRIME SPONSOR or County, and the Rural Research Access Project
hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 676 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
 - (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).
 - (e) Advising all participants of their rights and responsibilities prior

to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR §676.83 and 676.84; and

(f) Making maximum efforts to achieve the provision of the plan.

2. Rural Research Access Project. is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679
- (d) Code of Federal Regulations - 41 CFR Part 29-70
- (e) Assurances and Certifications
- (f) Operating Budget
- (g) Position Listing
- (h) Special Conditions
- (i)
- (j)
- (k)
- (l)
- (m)
- (n)
- (o)
- (p)
- (q)

1 2. Program

2 SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME
3 SPONSOR perform the services described in the attachments listed above
4 under Subgrant which are subject to all the terms, conditions, and
5 assurances of this SUBGRANT.

6 3. Term

7 The term of this SUBGRANT shall begin October 1, 1979,
8 and shall end September 30, 1980, as set forth on the
9 Signature Sheet. Grant funds may not, without advance written approval by
10 PRIME SPONSOR, be obligated before the beginning of the term or after the
11 ending of the term.

12 4. Payment

13 PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs
14 incurred in the performance of this contract in accordance with the following:

15 (a) Total Reimbursement shall not exceed the amount of \$ 49,020,
16 as set forth on Signature Sheet.

17 (b) Payment of costs incurred in the performance of this contract shall be
18 paid on the basis of an approved monthly claim as follows:

19 (1) Within ten (10) days following the completion of each calender
20 month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing
21 all expenditures made pursuant to this SUBGRANT during the
22 preceding month.

23 (2) The County Administrative Officer of PRIME SPONSOR, or his de-
24 signee, shall review that claim, may review the records, books of
25 account, trial balance and vouchers of SUBGRANTEE, and shall
26 approve the claim to the extent that SUBGRANTEE has incurred
27 reasonable and necessary costs pursuant to this subgrant,
28 including the Budget Schedules attached hereto.

1 (3) To the extent permitted by the federal government, the County
2 Administrative Officer or his designee may approve an advance of
3 working capital to SUBGRANTEE. Each advance of working capital
4 may be made only upon application in writing by SUBGRANTEE. Each
5 approval shall be in writing and shall set forth the terms for
6 repayment. Repayment shall be offset against amounts payable
7 on monthly claims. The terms of repayment may be modified by
8 written order of the County Administrative Officer or his designee.
9 Upon termination of this subgrant any unpaid advances shall be
10 offset against any remaining payments to SUBGRANTEE. Any advances
11 exceeding remaining payments shall be repaid to PRIME SPONSOR
12 immediately.

13 (c) Reasonable and necessary costs shall be determined by PRIME SPONSOR
14 in accordance with the requirements of the United States Department of
15 Labor regulations and the United States General Services Administration
16 Federal Management Circular 74-4, United States Office of Management
17 and Budget Circular A-102, and any additional requirements or procedures
18 established by PRIME SPONSOR.

19 (d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME
20 SPONSOR has made applications to the United States Department of Labor
21 for a grant of funds under the Comprehensive Employment and Training
22 Act of 1973, as amended, for the purpose of funding services under this
23 contract and that PRIME SPONSOR is not obligated to provide funds to
24 SUBGRANTEE and SUBGRANTEE is not obligated to provide services under
25 the contract until such funds are made available to PRIME SPONSOR by
26 the Department of Labor.

27 (e) Approved claims shall be paid only from funds granted to PRIME SPONSOR
28 by the Department of Labor.

1 5. Records, Audits, Inspection

2 (a) Establishment and Maintenance of Records

3 The SUBGRANTEE shall maintain records, including but not limited to
4 books, financial records, supporting documents, statistical records,
5 personnel, property, participant, and all other pertinent records
6 sufficient to reflect properly, (a) all direct and indirect costs of
7 whatsoever nature claimed to have been incurred and anticipated to
8 be incurred to perform this contract, and (b) all other matters
9 covered by this SUBGRANT for which the maintenance and retention of
10 records is required by law, including but not limited to U. S. GSA
11 Federal Management Circular 74-4, and regulations of the U. S.
12 Department of Labor, including but not limited to 20 CFR §676.35 and
13 41 CFR §29-70.203. The obligation to maintain and preserve records
14 shall not be diminished by any instructions or advice given by PRIME
15 SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to
16 PRIME SPONSOR.

17 (b) Preservation of Records

18 SUBGRANTEE shall preserve and make available its records related to
19 this SUBGRANT (a) until the expiration of three (3) years from the
20 date of final payment to SUBGRANTEE under this SUBGRANT except that
21 records relating to participants' participation in a CETA program
22 shall be maintained for each participant for a period of five (5)
23 years from the date of enrollment into the program.
24 If, prior to the expiration of the required retention period, any
25 litigation or audit is begun or a claim is instituted involving
26 the records, SUBGRANTEE shall retain the records beyond the
27 retention period until the litigation, audit findings, or claim
28 has been finally resolved.

1 (c) Accounting by SUBGRANTEE

2 SUBGRANTEE shall establish and maintain at all times, on a current
3 basis in conjunction with the Program, an adequate accrual system of
4 accounting covering all costs, items and expenditures with respect
5 to the Program, in accordance with generally accepted accounting
6 principles and standards, and in accordance with requirements of the
7 federal government and any PRIME SPONSOR requirements as set forth
8 in the "Subgrantees' Fiscal Activities Manual."

9 (d) Examination of Records and Facilities

10 At any time during normal business hours, PRIME SPONSOR or duly
11 authorized representative thereof, shall until expiration of three
12 (3) years after final payment under this SUBGRANT, or any longer
13 period as required by applicable law, have access to and the right
14 to examine its offices, and facilities engaged in performance of this
15 SUBGRANT and all its records with respect to all matters covered by
16 this SUBGRANT, including the right to audit, examine and make excerpts
17 of transcripts and from such records to make audit of all contracts
18 and subcontracts, invoices, payrolls, records or personnel conditions
19 of employment, material and all other data relating to matters covered
20 by the SUBGRANT.

21 (e) Documentation of Cost

22 All cost shall be supported by properly executed payrolls, time
23 records, invoices, contracts, or vouchers or other official documen-
24 tation evidencing in proper detail the nature and the propriety of the
25 charge. All checks, payrolls, accounting documents, pertaining in
26 whole or part of this contract shall be clearly identified and
27 readily accessible.

28 6. Suspension of Disallowance of Payments

1 PRIME SPONSOR may at any time elect to offset against, suspend, or disallow
2 payment to SUBGRANTEE in whole or part or to demand repayment under this
3 Agreement in the event of any of the following occurrences, to wit:

- 4 (a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation
5 of any nature with respect to any information or data furnished to
6 PRIME SPONSOR in connection with Program.
7 (b) If SUBGRANTEE is in default under any provisions of this agreement.
8 (c) If SUBGRANTEE maintains a pattern of discrimination.
9 (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct
10 of activities and program.
11 (e) If the SUBGRANTEE fails to comply with any other terms and conditions
12 of this SUBGRANT.
13 (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect
14 or incomplete in any material respect.

15 7. Termination of SUBGRANT

16 (a) With Cause

17 PRIME SPONSOR may terminate the SUBGRANT in the following instances
18 by giving written notice to the SUBGRANTEE at least five (5) days
19 prior to the effective termination date stated in the notice:

- 20 (1) If through any cause SUBGRANTEE shall fail to fulfill in timely
21 and proper manner its obligations under this Agreement.
22 (2) If SUBGRANTEE shall violate any of the covenants or stipulations
23 of this Agreement.
24 (3) If the grant from the U. S. Department of Labor under which this
25 Agreement is made is terminated.
26 (4) If SUBGRANTEE is unable or unwilling to comply with such ad-
27 ditional conditions as may be lawfully applied by the U. S.
28 Department of Labor to the grant under which this Agreement is

1 made. SUBGRANTEE shall not be relieved of liability to PRIME
2 SPONSOR for damages sustained by PRIME SPONSOR by virtue of any
3 breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may
4 withhold any reimbursement to SUBGRANTEE for the purpose of
5 setoff until such time as the exact amount of damages due PRIME
6 SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

7 (b) Without Cause

8 Either party may terminate this SUBGRANT at any time by giving
9 written notice to the other party of such termination and specifying the
10 effective date thereof, at least 30 days before the effective date
11 of such termination. If the SUBGRANT is terminated
12 as provided herein, SUBGRANTEE will be paid an amount which the same
13 ratio to the total compensation as the service actually performed
14 bears to the total services of SUBGRANTEE covered by this SUBGRANT,
15 less payments of compensation previously made.

16 8. Severability of Provisions

17 If any provisions of this SUBGRANT are held invalid, the remainder of this
18 SUBGRANT shall not be affected thereby, if such remainder would then
19 continue to conform to terms and requirements of applicable law.

20 9. Exculpatory Clause

21 SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its
22 officers, employees and agents from and against all claims, losses,
23 liabilities, or damages, including attorney fees, arising out of or
24 resulting from the performance of this Agreement, caused in whole or in
25 part by any negligent act or omission of SUBGRANTEE or anyone directly
26 or indirectly employed by SUBGRANTEE, regardless of whether or not it is
27 caused in part by a party indemnified hereunder.

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10. Legal Relationship

- (a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- (b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.
- (c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.
- (d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer

1 under the Federal Insurance Contributions Act, the Federal Unemployment
2 Tax Act, Federal Social Security Acts, the Unemployment Compensation
3 Act, or any other Federal or State laws or acts which in any way
4 affect or relate to the relationship of employer and employee, and
5 shall be liable for any Social Security, Unemployment Compensation
6 or other taxes or penalties arising or levied by reason of the
7 employment of such persons employed by it. PRIME SPONSOR shall not
8 be liable for any worker's compensation or other benefits accruing
9 under any Federal or State law or acts to any persons employed by
10 the said SUBGRANTEE under this Agreement, but such liability, if
11 any, shall be exclusively that of SUBGRANTEE.

12 11. Monthly Report

13 SUBGRANTEE shall be responsible for filing monthly reports with PRIME
14 SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR
15 and shall contain all data and information concerning both quality and
16 quantity of program performance required by PRIME SPONSOR. Each report
17 shall set forth the extent to which the Program Performance Goals have
18 been met and shall explain in detail the reasons any such plans have not
19 been met. Each report shall set forth the extent expenditures exceed a
20 prorata portion of the entire budget category for the term of this program
21 and shall explain in detail the reasons for such excess.

22 12. Procedures for Corrective Action

23 (a) Whenever the County Administrative Officer of PRIME SPONSOR determines
24 in the manner set forth herein that SUBGRANTEE has failed to comply
25 with any provision of this SUBGRANT, the County Administrative Officer
26 may order corrective action.

27 (b) Before making such an order, the County Administrative Office or
28 his designee shall give SUBGRANTEE ten (10) days' written notice

1 setting forth the nature of SUBGRANTEE'S noncompliance and a procedure
2 whereby SUBGRANTEE and its officers or responsible employees may
3 have an opportunity to meet with the County Administrative Office or
4 PRIME SPONSOR or his designee for the purposes of considering the
5 need for and nature of corrective action.

- 6 (c) An order for corrective action shall be in writing and shall set
7 forth specific directions for corrective action and a detailed
8 timetable for implementing the specific directions for reporting to
9 PRIME SPONSOR as to implementation. The order shall be served on
10 SUBGRANTEE.
- 11 (d) If SUBGRANTEE shall fail to implement an order for corrective action,
12 or if it shall fail to do so within the timetable set for implementation,
13 the County Administrative Officer of the PRIME SPONSOR may recommend
14 that the Governing Body suspend payments hereunder or terminate this
15 SUBGRANT.
- 16 (e) If SUBGRANTEE shall fail to comply with the administrative requirements
17 of this SUBGRANT, such as those requiring the timely submission of
18 all periodic reports, and if such failure shall not be suggestive of
19 other apparent misfeasance, malfeasance, or nonfeasance, the County
20 Administrative Officer shall be empowered, without consultation with
21 the Governing Body, to suspend or delay any and all payments under
22 this SUBGRANT until such failure is rectified.

23 13. Property

- 24 (a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall
25 be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall
26 be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-
27 70.102 (a), set forth therein, and as between PRIME SPONSOR and
28 SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor

agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

- (b) The SUBGRANTEE'S Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29-70.215-7 a copy to which is attached hereto and incorporated by this reference.

14. Program Income

- (a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion of PRIME SPONSOR, for a period of two (2) years from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.
- (b) In the case of income generated by projects under YCCIP, SUBGRANTEE may retain this income, at the discretion of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this section shall apply.
- (c) SUBGRANTEE shall make monthly reports on the expenditure of this income on forms approved by PRIME SPONSOR.
- (d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

15. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an

1 agreement or understanding for commission, percentage, brokerage, or
2 contingency fee. For breach or violation of this covenant the PRIME SPONSOR
3 shall have the right to annul this agreement without liability or, at its
4 discretion, to deduct from the compensation or otherwise recover, the full
5 amount of such commission, percentage, brokerage, or contingency fee.

6 16. Laws

7 SUBGRANTEE shall comply with all the applicable laws, decisions, statutes,
8 regulations and ordinances of the United States, the State of California,
9 and local governments, and as they are amended during the term of this
10 agreement.

11 17. Copyrights and Rights in Data

12 Where activities supported by this SUBGRANT produce original computer
13 programs, writing sound recordings, pictorial reproductions, drawings or
14 other graphical representation and works of any similar nature (the term
15 computer programs includes executable computer programs and supporting
16 data in any form), PRIME SPONSOR and/or the Department of Labor reserve
17 the right to use, duplicate, and disclose the same, in whole or in part,
18 in any manner for any purpose whatsoever, and to authorize others to do so.
19 If any material described in the previous sentence is subject to copyright,
20 PRIME SPONSOR and/or the Department of Labor reserve the right to copyright
21 such and SUBGRANTEE agrees not to copyright such material. If the material
22 is copyrighted, PRIME SPONSOR and/or the Department of Labor reserve a
23 royalty-free, non-exclusive, and irrevocable license to reproduce, publish,
24 and use such materials, in the whole or in part, and to authorize others
25 to do so.

26 18. Publication

27 Before publishing any materials produced by activities supported by this
28 agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance

of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial preface or introduction to these materials as published contain the following:

- (a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from the YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."
- (b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the Department of Labor. YOLO COUNTY and the Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."
- (c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials

to be published and resubmit them to PRIME SPONSOR which shall prepare comments on the resubmitted data within thirty (30) days after receipt thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE shall determine whether or not to accept or adopt any of the comments on the revised materials as resubmitted to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination within fifteen (15) days after receipt of the comments of PRIME SPONSOR. Thereafter, the materials may be published or revised in accordance with the procedures set forth above in the publication of materials on which PRIME SPONSOR has submitted its comments to SUBGRANTEE.

If PRIME SPONSOR has not submitted its comments on any materials submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

19. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees

1 and otherwise recognizes that PRIME SPONSOR and/or The Department of Labor
2 shall acquire at least an irrevocable, non-exclusive, and royalty-free
3 license to practice and have practiced throughout the world for governmental
4 purposes any invention made in the course of or under this Agreement.

5 20. Personnel

- 6 (a) SUBGRANTEE represents that he has, or will secure at his own expense,
7 all personnel required in performing the services under this SUBGRANT.
8 Such personnel shall not be employees of or have any contractual
9 relationship with PRIME SPONSOR.
- 10 (b) All of the services hereunder will be performed by SUBGRANTEE or under
11 his/her supervision, and all personnel engaged in the work shall be
12 fully qualified and shall be authorized under State and local law to
13 perform such services.
- 14 (c) None of the work or services covered by this SUBGRANT shall be
15 subcontracted without the prior written approval of PRIME SPONSOR.
- 16 (d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of
17 an employee in anticipation of hiring an individual with funds
18 available under Titles II-D or VI. In addition, no participant shall
19 be used to fill positions or provide services normally provided by
20 temporary, part-time, or seasonal workers or contracted out, or to
21 fill full-time vacancies. SUBGRANTEE shall not hire any person into
22 any job funded under Titles II-D and VI when any other person is on
23 lay-off from the same or any substantially equivalent job.
- 24 (e) SUBGRANTEE represents that it has or will establish objective
25 personnel policies and practices for recruitment, selection, promotion,
26 classification, compensation, and performance evaluation that are
27 reflective of the Intergovernment Personnel Act Merit Principles.

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1 21. Assignments

2 Without the written consent of PRIME SPONSOR, this SUBGRANT is not
3 assignable by SUBGRANTEE either in whole or in part.

4 22. Alterations

5 No alteration or variation of the terms of this SUBGRANT shall be valid
6 unless made in writing and signed by the parties hereto.

7 23. Waiver

8 The waiver by PRIME SPONSOR of any default, breach or condition shall not
9 be construed as a waiver on the part of the PRIME SPONSOR of any other
10 default, breach or condition, or any other right hereunder.

11 24. Successors

12 This SUBGRANTEE shall bind and insure to the successors in interest of
13 PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been
14 expressly named herein.

15 25. Clean Air Act of 1970

16 If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees
17 to comply with all applicable standards, orders, or regulations issued
18 pursuant to the Clean Air Act or 1970.

19 26. Nepotism

20 Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause
21 or allow to be hired, a person into an administrative capacity, staff posi-
22 tion or public service employment position funded under CETA, if a member of
23 his or her immediate family is employed in an administrative capacity for
24 the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a
25 state or local statute regarding nepotism exists which is more restrictive

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1 than the above policy, the eligible applicant should follow the State or
2 local statute in lieu of the above policy.

3 (a) The term "member of the immediate family" includes: wife, husband, son,
4 daughter, mother, father, brother, brother-in-law, sister, sister-in-law,
5 son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle,
6 niece, nephew, step-parent, and step-child.

7 (b) The term "administrative capacity" includes those persons who have over-
8 all administrative responsibility for a program, including all elected and
9 appointed officials who have any responsibility for the obtaining of and/or
10 approval of any grant funded under the Act, such as members of the PRIME
11 SPONSOR Planning Council, or Private Industry Planning Council, who are not
12 economically disadvantaged, other officials who have influence or control
13 over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

14 (c) The term "staff position" includes all CETA staff positions funded
15 under the Act, such as instructors, counselors and other staff involved in
16 administrative, training or service activities.

17 27. Non-Discrimination

18 SUBGRANTEE shall comply with the requirements of 20CFR § 676.52 regarding
19 nondiscrimination.

20 28. Federal Aid

21 It is understood by the parties hereto that neither this Agreement nor any
22 Agreement pursuant hereto shall obligate the federal government to enter into
23 any Agreement with SUBGRANTEE or any other entity for federal financial
24 assistance in connection with this Agreement; or for the planning or under-
25 taking of any work element not included in this Agreement. Any such agree-
26 ment will be entered into at the sole discretion of the federal government.

27 29. Fidelity Bond

28 Prior to any disbursement of funds to SUBGRANTEE for any purpose other than

for premium for fidelity bonds, PRIME SPONSOR shall receive a statement from SUBGRANTEE'S insurer certifying to PRIME SPONSOR that all personnel of SUBGRANTEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

30. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with minimum coverages in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right of subrogation against PRIME SPONSOR.

(b) Worker's Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability SUBGRANTEE may have for worker's compensation.

31. Entire Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this Agreement. This Agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

32. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United

States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. WHEREFORE, the parties have executed this SUBGRANT No. 79-366

33. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, and 41 CFR Part 29-70 are attached hereto and incorporated into this SUBGRANT.

COUNTY OF YOLO, PRIME SPONSOR

Robert C. Merilind
(Signature of Authorized Officer)

Chairman, Yolo County
Board of Supervisors
(Title of Authorized Officer)

Rural Research Access Project
(Legal Name of SUBGRANTEE)

Henry W. Ebershake
(Signature of Authorized Officer)

10-22 1979
(Date)

Administrator
(Title of Authorized Officer)

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ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
 - a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder; and
 - b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.
2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.
3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
 - a. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
 - b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
 - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.
 - d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).
 - e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).
 - f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7)).
 - g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).
 - h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

1. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).
- j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.
- k. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.
- l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).
- n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20 CFR 677.13(c)(3)).
- o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).
- p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

- q. For programs of public service employment under CETA, no jobs will be created on a promotional line that will interfere in any way upon promotional opportunities of persons currently in jobs not funded under CETA (20 CFR 676.73).
- r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).
- t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).
- u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).
- v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining

agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

- w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).
- x. For each participant employment and training activities funded under Title II of CETA, an Employability Development Plan (EDP) will be developed by the SUBGRANTEE. The Employability Development Plan shall include at least the following: 1) assessment data showing the participant's employability readiness; 2) barriers to employment faced by the participant; 3) specific employment and training needs; 4) specific services and activities to be developed and provided to meet those needs; and 5) an individualized plan for transition from program activities to placement in unsubsidized employment. The EDP shall be reviewed periodically throughout the duration of the participation, and revised accordingly (20 CFR 677.2).
- y. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).
- z. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

Rural Research Access Project

(Legal Name of SUBGRANTEE)

10-22 1979

(Date)

Henry W. Edenshade

(Signature of Authorized Officer)

Administrator

(Title of Authorized Officer)

FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 41 CFR, Part 29-70 are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

Rural Research Access Project

Name of Subgrantee

Henry W. Ebersshade

Authorized Signature

10-22-79

Date

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
Room 102, Yolo County Courthouse, Woodland, California 95695

CETA TITLE II-D OPERATING BUDGET

☒ ORIGINAL ☐ REVISION NO. _____

DATE September 4, 1979

Subgrantee Name and Address:

Rural Research Access Project

870 Linden Lane

Davis, CA 95695

Contact Person Jean Ketcham

Phone 422-5610

Contract No. _____

Period: From 10-1-79 To 9-30-80

Program Name _____

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.			4,085					4,085
NOV.			4,085					4,085
DEC.			4,085					4,085
JAN.			4,085					4,085
FEB.			4,085					4,085
MAR.			4,085					4,085
APR.			4,085					4,085
MAY			4,085					4,085
JUNE			4,085					4,085
JULY			4,085					4,085
AUG.			4,085					4,085
SEPT.			4,085					4,085
TOTAL			49,020					49,020

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.			3,235	850			4,085
NOV.			3,235	850			4,085
DEC.			3,235	850			4,085
JAN.			3,235	850			4,085
FEB.			3,235	850			4,085
MAR.			3,235	850			4,085
APR.			3,235	850			4,085
MAY			3,235	850			4,085
JUNE			3,235	850			4,085
JULY			3,235	850			4,085
AUG.			3,235	850			4,085
SEPT.			3,235	850			4,085
TOTAL			38,820	10,200			49,020

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Henry W. Eshenshade, Administrator
Name and Title of Authorized Official

Henry W. Eshenshade 10/2/79
Signature Date

For CETA Approval Only:

Jack A. Boyer 9-6-79
Accountant Date

Lawrence L. Montoya 9-28-79
Principal Administrative Analyst Date

Position Listing

Title II-D

Rural Research Access

<u>Position</u>	<u>Salary</u> <u>10-1-79 to 9-30-80</u>	<u>Benefits</u>	<u>Total</u>
1 Clerk/Typist 12 mo. @ 647/132	\$ 7,764	\$ 1,584	\$ 9,348
1 Energy Conservation Trainee 12 mo. @ 647/166	7,764	1,992	9,756
* 1 Duplicating Machine Operator 12 mo. @ 647/132	7,764	1,584	9,348
2 Nursery Management Trainee 12 mo. @ 647/210	15,528	5,040	20,568
5	\$38,820	\$10,200	\$49,020

* Position Withdrawn

Special Conditions

The Rural Research Access Project agrees to absolutely segregate the functions of the CETA funded Clerk Typist position from any direct or overt political involvement that it has, including, but not limited to the newsletter "Winds of Change." The Clerk Typist position will not be used to provide any clerical support activities or other activities for any political advocacy or other political activities, and will be used only to provide public services in relation to conservation, energy, and environmental education activities.

Henry W. Ebershake
Authorized Signature

10/22/79
Date

Bk

Subgrant Signature Sheet

Title IID PSE

Agreement/ 79-367
Subgrant No.Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of CaliforniaSubgrantee
State of California - CETA Office

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and the State of California - CETA Office hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program : State of California - CETA Office/Employment Development Department

Mailing Address : ~~XXXXX Street~~ 722 Capital Mall

City : Sacramento, CA 95814

FILED

Phone: ~~322-3482~~ 322-7751

Program Director: Cynde Jackson

FEB-4 1980

PETER McNAMEE, Clerk

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the Assurances and Certifications.

The term of the SUBGRANT shall begin on October 1, 1979

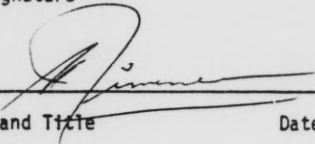
The term of the SUBGRANT shall end on September 30, 1980

The total amount of the SUBGRANT is \$24,696

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature



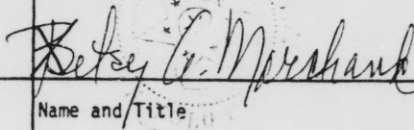
Name and Title

Date

L. L. Jimenez
Manager, Grants Section

JAN 21 1980

By Signature



Name and Title

Date

BETSY A. MARCHAND, Chairman
Yolo County Board of Supervisors

OCT 2 - 1979

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of October, 1979
by and between the County of Yolo, a political subdivision, hereinafter called
PRIME SPONSOR or County, and the State of California - CETA Office
hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 676 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
 - (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).
 - (e) Advising all participants of their rights and responsibilities prior

to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR §676.83 and 676.84; and

(f) Making maximum efforts to achieve the provision of the plan.

2. The State of California - CETA Office is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679
- (d) Code of Federal Regulations - 41 CFR Part 29-70
- (e) Assurances and Certifications
- (f) Operating Budget
- (g) Position Listing
- (h)
- (i)
- (j)
- (k)
- (l)
- (m)
- (n)
- (o)
- (p)
- (q)

1 2. Program

2 SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME
3 SPONSOR perform the services described in the attachments listed above
4 under Subgrant which are subject to all the terms, conditions, and
5 assurances of this SUBGRANT.

6 3. Term

7 The term of this SUBGRANT shall begin October 1, 1979,
8 and shall end September 30, 1980, as set forth on the
9 Signature Sheet. Grant funds may not, without advance written approval by
10 PRIME SPONSOR, be obligated before the beginning of the term or after the
11 ending of the term.

12 4. Payment

13 PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs
14 incurred in the performance of this contract in accordance with the following:

15 (a) Total Reimbursement shall not exceed the amount of \$ 24,696,
16 as set forth on Signature Sheet.

17 (b) Payment of costs incurred in the performance of this contract shall be
18 paid on the basis of an approved monthly claim as follows:

19 (1) Within ten (10) days following the completion of each calendar
20 month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing
21 all expenditures made pursuant to this SUBGRANT during the
22 preceding month.

23 (2) The County Administrative Officer of PRIME SPONSOR, or his de-
24 signee, shall review that claim, may review the records, books of
25 account, trial balance and vouchers of SUBGRANTEE, and shall
26 approve the claim to the extent that SUBGRANTEE has incurred
27 reasonable and necessary costs pursuant to this subgrant,
28 including the Budget Schedules attached hereto.

1 (3) To the extent permitted by the federal government, the County
2 Administrative Officer or his designee may approve an advance of
3 working capital to SUBGRANTEE. Each advance of working capital
4 may be made only upon application in writing by SUBGRANTEE. Each
5 approval shall be in writing and shall set forth the terms for
6 repayment. Repayment shall be offset against amounts payable
7 on monthly claims. The terms of repayment may be modified by
8 written order of the County Administrative Officer or his designee.
9 Upon termination of this subgrant any unpaid advances shall be
10 offset against any remaining payments to SUBGRANTEE. Any advances
11 exceeding remaining payments shall be repaid to PRIME SPONSOR
12 immediately.

13 (c) Reasonable and necessary costs shall be determined by PRIME SPONSOR
14 in accordance with the requirements of the United States Department of
15 Labor regulations and the United States General Services Administration
16 Federal Management Circular 74-4, United States Office of Management
17 and Budget Circular A-102, and any additional requirements or procedures
18 established by PRIME SPONSOR.

19 (d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME
20 SPONSOR has made applications to the United States Department of Labor
21 for a grant of funds under the Comprehensive Employment and Training
22 Act of 1973, as amended, for the purpose of funding services under this
23 contract and that PRIME SPONSOR is not obligated to provide funds to
24 SUBGRANTEE and SUBGRANTEE is not obligated to provide services under
25 the contract until such funds are made available to PRIME SPONSOR by
26 the Department of Labor.

27 (e) Approved claims shall be paid only from funds granted to PRIME SPONSOR
28 by the Department of Labor.

1 5. Records, Audits, Inspection

2 (a) Establishment and Maintenance of Records

3 The SUBGRANTEE shall maintain records, including but not limited to
4 books, financial records, supporting documents, statistical records,
5 personnel, property, participant, and all other pertinent records
6 sufficient to reflect properly, (a) all direct and indirect costs of
7 whatsoever nature claimed to have been incurred and anticipated to
8 be incurred to perform this contract, and (b) all other matters
9 covered by this SUBGRANT for which the maintenance and retention of
10 records is required by law, including but not limited to U. S. GSA
11 Federal Management Circular 74-4, and regulations of the U. S.
12 Department of Labor, including but not limited to 20 CFR §676.35 and
13 41 CFR §29-70.203. The obligation to maintain and preserve records
14 shall not be diminished by any instructions or advice given by PRIME
15 SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to
16 PRIME SPONSOR.

17 (b) Preservation of Records

18 SUBGRANTEE shall preserve and make available its records related to
19 this SUBGRANT (a) until the expiration of three (3) years from the
20 date of final payment to SUBGRANTEE under this SUBGRANT except that
21 records relating to participants' participation in a CETA program
22 shall be maintained for each participant for a period of five (5)
23 years from the date of enrollment into the program.

24 If, prior to the expiration of the required retention period, any
25 litigation or audit is begun or a claim is instituted involving
26 the records, SUBGRANTEE shall retain the records beyond the
27 retention period until the litigation, audit findings, or claim
28 has been finally resolved.

1 (c) Accounting by SUBGRANTEE

2 SUBGRANTEE shall establish and maintain at all times, on a current
3 basis in conjunction with the Program, an adequate accrual system of
4 accounting covering all costs, items and expenditures with respect
5 to the Program, in accordance with generally accepted accounting
6 principles and standards, and in accordance with requirements of the
7 federal government and any PRIME SPONSOR requirements as set forth
8 in the "Subgrantees' Fiscal Activities Manual."

9 (d) Examination of Records and Facilities

10 At any time during normal business hours, PRIME SPONSOR or duly
11 authorized representative thereof, shall until expiration of three
12 (3) years after final payment under this SUBGRANT, or any longer
13 period as required by applicable law, have access to and the right
14 to examine its offices, and facilities engaged in performance of this
15 SUBGRANT and all its records with respect to all matters covered by
16 this SUBGRANT, including the right to audit, examine and make excerpt
17 of transcripts and from such records to make audit of all contracts
18 and subcontracts, invoices, payrolls, records or personnel conditions
19 of employment, material and all other data relating to matters covered
20 by the SUBGRANT.

21 (e) Documentation of Cost

22 All cost shall be supported by properly executed payrolls, time
23 records, invoices, contracts, or vouchers or other official documenten-
24 tation evidencing in proper detail the nature and the propriety of the
25 charge. All checks, payrolls, accounting documents, pertaining in
26 whole or part of this contract shall be clearly identified and
27 readily accessible.

28 6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this Agreement in the event of any of the following occurrences, to wit:

- (a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.
- (b) If SUBGRANTEE is in default under any provisions of this agreement.
- (c) If SUBGRANTEE maintains a pattern of discrimination.
- (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.
- (e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.
- (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

- (1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.
- (2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.
- (3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.
- (4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is

made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Either party may terminate this SUBGRANT at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the service actually performed bears to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

9. Exculpatory Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

/////

10. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.

(d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer

1 under the Federal Insurance Contributions Act, the Federal Unemployment
2 Tax Act, Federal Social Security Acts, the Unemployment Compensation
3 Act, or any other Federal or State laws or acts which in any way
4 affect or relate to the relationship of employer and employee, and
5 shall be liable for any Social Security, Unemployment Compensation
6 or other taxes or penalties arising or levied by reason of the
7 employment of such persons employed by it. PRIME SPONSOR shall not
8 be liable for any worker's compensation or other benefits accruing
9 under any Federal or State law or acts to any persons employed by
10 the said SUBGRANTEE under this Agreement, but such liability, if
11 any, shall be exclusively that of SUBGRANTEE.

12 11. Monthly Report

13 SUBGRANTEE shall be responsible for filing monthly reports with PRIME
14 SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR
15 and shall contain all data and information concerning both quality and
16 quantity of program performance required by PRIME SPONSOR. Each report
17 shall set forth the extent to which the Program Performance Goals have
18 been met and shall explain in detail the reasons any such plans have not
19 been met. Each report shall set forth the extent expenditures exceed a
20 prorata portion of the entire budget category for the term of this program
21 and shall explain in detail the reasons for such excess.

22 12. Procedures for Corrective Action

- 23 (a) Whenever the County Administrative Officer of PRIME SPONSOR determines
24 in the manner set forth herein that SUBGRANTEE has failed to comply
25 with any provision of this SUBGRANT, the County Administrative Officer
26 may order corrective action.
- 27 (b) Before making such an order, the County Administrative Office or
28 his designee shall give SUBGRANTEE ten (10) days' written notice

1 setting forth the nature of SUBGRANTEE'S noncompliance and a procedure
2 whereby SUBGRANTEE and its officers or responsible employees may
3 have an opportunity to meet with the County Administrative Office or
4 PRIME SPONSOR or his designee for the purposes of considering the
5 need for and nature of corrective action.

6 (c) An order for corrective action shall be in writing and shall set
7 forth specific directions for corrective action and a detailed
8 timetable for implementing the specific directions for reporting to
9 PRIME SPONSOR as to implementation. The order shall be served on
10 SUBGRANTEE.

11 (d) If SUBGRANTEE shall fail to implement an order for corrective action
12 or if it shall fail to do so within the timetable set for implementation,
13 the County Administrative Officer of the PRIME SPONSOR may recommend
14 that the Governing Body suspend payments hereunder or terminate this
15 SUBGRANT.

16 (e) If SUBGRANTEE shall fail to comply with the administrative requirements
17 of this SUBGRANT, such as those requiring the timely submission of
18 all periodic reports, and if such failure shall not be suggestive of
19 other apparent misfeasance, malfeasance, or nonfeasance, the County
20 Administrative Officer shall be empowered, without consultation with
21 the Governing Body, to suspend or delay any and all payments under
22 this SUBGRANT until such failure is rectified.

23 13. Property

24 (a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall
25 be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall
26 be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-
27 70.102 (a), set forth therein, and as between PRIME SPONSOR and
28 SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor

agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

- (b) The SUBGRANTEE'S Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29-70.215-7 a copy to which is attached hereto and incorporated by this reference.

14. Program Income

- (a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion of PRIME SPONSOR, for a period of two (2) years from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.
- (b) In the case of income generated by projects under YCCIP, SUBGRANTEE may retain this income, at the discretion of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this section shall apply.
- (c) SUBGRANTEE shall make monthly reports on the expenditure of this income on forms approved by PRIME SPONSOR.
- (d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

15. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an

1 agreement or understanding for commission, percentage, brokerage, or
2 contingency fee. For breach or violation of this covenant the PRIME SPONSOR
3 shall have the right to annul this agreement without liability or, at its
4 discretion, to deduct from the compensation or otherwise recover, the full
5 amount of such commission, percentage, brokerage, or contingency fee.

6 16. Laws

7 SUBGRANTEE shall comply with all the applicable laws, decisions, statutes,
8 regulations and ordinances of the United States, the State of California,
9 and local governments, and as they are amended during the term of this
10 agreement.

11 17. Copyrights and Rights in Data

12 Where activities supported by this SUBGRANT produce original computer
13 programs, writing sound recordings, pictorial reproductions, drawings or
14 other graphical representation and works of any similar nature (the term
15 computer programs includes executable computer programs and supporting
16 data in any form), PRIME SPONSOR and/or the Department of Labor reserve
17 the right to use, duplicate, and disclose the same, in whole or in part,
18 in any manner for any purpose whatsoever, and to authorize others to do so.
19 If any material described in the previous sentence is subject to copyright,
20 PRIME SPONSOR and/or the Department of Labor reserve the right to copyright
21 such and SUBGRANTEE agrees not to copyright such material. If the material
22 is copyrighted, PRIME SPONSOR and/or the Department of Labor reserve a
23 royalty-free, non-exclusive, and irrevocable license to reproduce, publish,
24 and use such materials, in the whole or in part, and to authorize others
25 to do so.

26 18. Publication

27 Before publishing any materials produced by activities supported by this
28 agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance

of any s intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial preface or introduction to these materials as published contain the following:

- (a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from the YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."
- (b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the Department of Labor. YOLO COUNTY and the Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."
- (c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials

1 to be published and resubmit them to PRIME SPONSOR which shall prepare
2 comments on the resubmitted data within thirty (30) days after receipt
3 thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE
4 shall determine whether or not to accept or adopt any of the comments on
5 the revised materials as resubmitted to PRIME SPONSOR and shall advise
6 PRIME SPONSOR of this determination within fifteen (15) days after receipt
7 of the comments of PRIME SPONSOR. Thereafter, the materials may be
8 published or revised in accordance with the procedures set forth above in
9 the publication of materials on which PRIME SPONSOR has submitted its
10 comments to SUBGRANTEE.

11 If PRIME SPONSOR has not submitted its comments on any materials submitted
12 to it within ninety (90) days after PRIME SPONSOR has received any such
13 materials, SUBGRANTEE may proceed to publish the materials in the form
14 in which they have been submitted to PRIME SPONSOR but shall include the
15 credit statement and the disclaimer statement set forth above, but without
16 any further comments.

17 19. Patents

18 If any discovery or invention arises or is developed in the course of or
19 as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer
20 the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees
21 that determination of rights to inventions or discoveries made under this
22 agreement shall be made by the Department of Labor, or its duly authorized
23 representatives, who shall have the sole and exclusive powers to determine
24 whether or not and where a patent application should be filed and to
25 determine the disposition of all rights in such inventions or discoveries
26 including title to and license rights under any patent application or
27 patent which may issue thereon. The determination of DOL, or its duly
28 authorized representative, shall be accepted as final. SUBGRANTEE agrees

1 and otherwise recognizes that PRIME SPONSOR and/or The Department of Labor
2 shall acquire at least an irrevocable, non-exclusive, and royalty-free
3 license to practice and have practiced throughout the world for government
4 purposes any invention made in the course of or under this Agreement.

5 20. Personnel

6 (a) SUBGRANTEE represents that he has, or will secure at his own expense
7 all personnel required in performing the services under this SUBGRANT.
8 Such personnel shall not be employees of or have any contractual
9 relationship with PRIME SPONSOR.

10 (b) All of the services hereunder will be performed by SUBGRANTEE or under
11 his/her supervision, and all personnel engaged in the work shall be
12 fully qualified and shall be authorized under State and local law to
13 perform such services.

14 (c) None of the work or services covered by this SUBGRANT shall be
15 subcontracted without the prior written approval of PRIME SPONSOR.

16 (d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of
17 an employee in anticipation of hiring an individual with funds
18 available under Titles II-D or VI. In addition, no participant shall
19 be used to fill positions or provide services normally provided by
20 temporary, part-time, or seasonal workers or contracted out, or to
21 fill full-time vacancies. SUBGRANTEE shall not hire any person into
22 any job funded under Titles II-D and VI when any other person is on
23 lay-off from the same or any substantially equivalent job.

24 (e) SUBGRANTEE represents that it has or will establish objective
25 personnel policies and practices for recruitment, selection, promotion,
26 classification, compensation, and performance evaluation that are
27 reflective of the Intergovernment Personnel Act Merit Principles.

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1 21. Assignments

2 Without the written consent of PRIME SPONSOR, this SUBGRANT is not
3 assignable by SUBGRANTEE either in whole or in part.

4 22. Alterations

5 No alteration or variation of the terms of this SUBGRANT shall be valid
6 unless made in writing and signed by the parties hereto.

7 23. Waiver

8 The waiver by PRIME SPONSOR of any default, breach or condition shall not
9 be construed as a waiver on the part of the PRIME SPONSOR of any other
10 default, breach or condition, or any other right hereunder.

11 24. Successors

12 This SUBGRANTEE shall bind and insure to the successors in interest of
13 PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been
14 expressly named herein.

15 25. Clean Air Act of 1970

16 If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees
17 to comply with all applicable standards, orders, or regulations issued
18 pursuant to the Clean Air Act or 1970.

19 26. Nepotism

20 Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause
21 or allow to be hired, a person into an administrative capacity, staff posi-
22 tion or public service employment position funded under CETA, if a member of
23 his or her immediate family is employed in an administrative capacity for
24 the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a
25 state or local statute regarding nepotism exists which is more restrictive

26 //

27 //

28 //

1 than the above policy, the eligible applicant should follow the State or
2 local statute in lieu of the above policy.

3 (a) The term "member of the immediate family" includes: wife, husband,
4 daughter, mother, father, brother, brother-in-law, sister, sister-in-law,
5 son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle,
6 niece, nephew, step-parent, and step-child.

7 (b) The term "administrative capacity" includes those persons who have
8 all administrative responsibility for a program, including all elected and
9 appointed officials who have any responsibility for the obtaining of and
10 approval of any grant funded under the Act, such as members of the PRIME
11 SPONSOR Planning Council, or Private Industry Planning Council, who are
12 economically disadvantaged, other officials who have influence or control
13 over the administration of the program, as set forth in 20 CFR 676.66 (c).

14 (c) The term "staff position" includes all CETA staff positions funded
15 under the Act, such as instructors, counselors and other staff involved
16 in administrative, training or service activities.

17 27. Non-Discrimination

18 SUBGRANTEE shall comply with the requirements of 20CFR § 676.52 regarding
19 nondiscrimination.

20 28. Federal Aid

21 It is understood by the parties hereto that neither this Agreement nor a
22 Agreement pursuant hereto shall obligate the federal government to enter
23 any Agreement with SUBGRANTEE or any other entity for federal financial
24 assistance in connection with this Agreement; or for the planning or und
25 taking of any work element not included in this Agreement. Any such agr
26 ment will be entered into at the sole discretion of the federal governme

27 29. Fidelity Bond

28 Prior to any disbursement of funds to SUBGRANTEE for any purpose other t

for premium for fidelity bonds, PRIME SPONSOR shall receive a statement
SUBGRANTEE'S insurer certifying to PRIME SPONSOR that all personnel of
GRANTEE handling funds received from PRIME SPONSOR for disbursement under
Agreement are covered by a fidelity bond in an amount and manner consistent
with the coverage deemed necessary by PRIME SPONSOR. If the bond is canceled
or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In the
event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE
until the coverage initially approved by PRIME SPONSOR has been reinstated
or equivalent coverage has been obtained.

30. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall
maintain in full force and effect a policy of public liability insurance with
minimum coverages in an amount satisfactory to PRIME SPONSOR. If PRIME
SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an
additional insured on said policy and shall obtain a waiver of the first
right of subrogation against PRIME SPONSOR.

(b) Worker's Compensation. During the term of this SUBGRANT, SUBGRANTEE
shall comply fully with the terms of the law of California concerning
compensation. Said compliance shall include, but not be limited to, maintaining
in full force and effect one or more policies of insurance insuring SUBGRANTEE
against any liability SUBGRANTEE may have for worker's compensation.

31. Entire Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto
for services furnished pursuant to this Agreement. This Agreement may not be
modified, altered, or revised only upon the written consent of both parties
hereto.

32. Notices

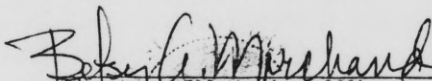
All notices to be given SUBGRANTEE may be given by deposit in the U.S. Mail

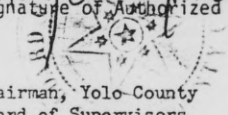
1 forth on the Signature Sheet. WHEREFORE, the parties have executed this
2 SUBGRANT NO. 79-367.

3 33. Federal Regulations

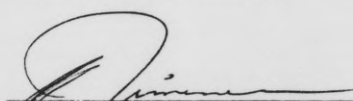
4 The Comprehensive Employment and Training Act Regulations, 20 CFR Parts
5 675, 676, 677, 678, and 679, and 41 CFR Part 29-70 are attached hereto
6 and incorporated into this SUBGRANT.

7 COUNTY OF YOLO, PRIME SPONSOR

8 
9 (Signature of Authorized Officer)

10 
11 Chairman, Yolo County
12 Board of Supervisors
13 (Title of Authorized Officer)

14
15 State of California - CETA Office
16 (Legal Name of SUBGRANTEE)

17 
18 (Signature of Authorized Officer)

19
20 L. L. Jimenez
21 Mgr., Grants Sec.
22 State CETA Office
23 (Title of Authorized Officer)

24 JAN 21 1980 19
25 (Date)

26 ////

27 ////

28 ////

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ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
 - a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder; and
 - b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.
2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.
3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
 - a. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
 - b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
 - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.
 - d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).
 - e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).
 - f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7)).
 - g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).
 - h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

1. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).
- j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.
- k. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.
- l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).
- n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20 CFR 677.13(c)(3)).
- o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).
- p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

- q. For programs of public service employment under CETA, no jobs will be created on a promotional line that will interfere in any way upon promotional opportunities of persons currently in jobs not funded under CETA (20 CFR 676.73).
- r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).
- t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).
- u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).
- v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining

agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

- w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).
- x. For each participant employment and training activities funded under Title II of CETA, an Employability Development Plan (EDP) will be developed by the SUBGRANTEE. The Employability Development Plan shall include at least the following: 1) assessment data showing the participant's employability readiness; 2) barriers to employment faced by the participant; 3) specific employment and training needs; 4) specific services and activities to be developed and provided to meet those needs; and 5) an individualized plan for transition from program activities to placement in unsubsidized employment. The EDP shall be reviewed periodically throughout the duration of the participation, and revised accordingly (20 CFR 677.2).
- y. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).
- z. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

State of California - CETA Office
(Legal Name of SUBGRANTEE)

JAN 21 1980

19

(Date)

(Signature of Authorized Officer)

Mr. J. J. Jones
Mr., Grants Sec.
State CETA Office

(Title of Authorized Officer)

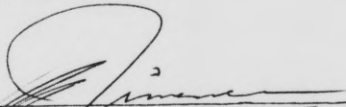
FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 41 CFR, Part 29-70 are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

State of California
State CETA Office/Grants Section

Name of Subgrantee



Authorized Signature

L. L. Jimenez
Mgr., Grants Sec.
State CETA Office

JAN 21 1980

Date

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
 Room 102, Yolo County Courthouse, Woodland, California 95695

CETA TITLE II-D OPERATING BUDGET

☒ ORIGINAL ☐ REVISION NO. _____

DATE September 5, 1979

Subgrantee Name and Address:

Contact Person Cynde Jackson/Roger Baldwin

State CETA Office/Employment Development Dept.

Phone 322-8982/662-8681 Contract No. _____

711 N Street/114 W. Main Street

Period: From 10-1-79 To 9-30-80

Sacramento, CA/ Woodland, CA

Program Name _____

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.			1,980					1,980
NOV.			1,980					1,980
DEC.			1,980					1,980
JAN.			1,980					1,980
FEB.			1,980					1,980
MAR.			1,980					1,980
APR.			2,058					2,058
MAY			2,058					2,058
JUNE			2,058					2,058
JULY			2,214					2,214
AUG.			2,214					2,214
SEPT.			2,214					2,214
TOTAL			24,696					24,696

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.			1,728	252			1,980
NOV.			1,728	252			1,980
DEC.			1,728	252			1,980
JAN.			1,728	252			1,980
FEB.			1,728	252			1,980
MAR.			1,728	252			1,980
APR.			1,800	258			2,058
MAY			1,800	258			2,058
JUNE			1,800	258			2,058
JULY			1,932	282			2,214
AUG.			1,932	282			2,214
SEPT.			1,932	282			2,214
TOTAL			21,564	3,132			24,696

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

L. L. Jimenez
 Mgr., Grants Sec.
 State CETA Office

Name and Title of Authorized Official _____

For CETA Approval Only:

Jack A. Cooper 9-6-79
 Accountant Date

Signature _____ JAN 21 1980

Date

Edward L. Phillips 9-18-79
 Principal Administrative Analyst Date

Position Listing

Title II-D

State CETA Office/Employment Development Department

<u>Position</u>	<u>Salary</u> <u>10-1-79</u>	<u>Benefits</u> <u>to 9-30-80</u>	<u>Total</u>
3 Assistant Clerk 12 mo. @ 599/87	\$21,564	\$3,132	\$24,696
3	\$21,564	\$3,132	\$24,696

Subgrant Signature Sheet

Bk

Title IID PSEAgreement/
Subgrant No. **79-368**Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of CaliforniaSubgrantee
State of California - CETA Office

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and the State of California - CETA Office hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program : State of California- CETA Office/Department of Social Services

Mailing Address : ~~XXXXXX~~ 722 Capitol Mall**FILED**

City : Sacramento, CA 95814

FEB - 4 1980

Phone: ~~322-8582~~ 322-7751

Program Director: Cynde Jackson

PETER McNAMEE, Clerk

By *Peter McNamee*
Deputy

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the Assurances and Certifications.

The term of the SUBGRANT shall begin on October 1, 1979The term of the SUBGRANT shall end on September 30, 1980The total amount of the SUBGRANT is \$197,568

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

By Signature

Name and Title

L. L. Jimenez
Mgr., Grants Sec.
State CETA Office

Date

JAN 21 1980

Name and Title

BETSY A. MARCHAND, Chairman
Yolo County Board of Supervisors

Date

OCT 2 - 1979

Type Name and Title of Authorized Officer

COUNTY OF YOLO

by and between the County of Yolo, a political subdivision, hereinafter called
PRIME SPONSOR or County, and the State of California - CETA Office
hereinafter called SUBGRANTEE.

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:
- (a) Compliance with plans and assurances.
 - (b) Compliance with Part 676 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
 - (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).
 - (e) Advising all participants of their rights and responsibilities prior

to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR §676.83 and 676.84; and

(f) Making maximum efforts to achieve the provision of the plan.

2. The State of California - CETA Office is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679
- (d) Code of Federal Regulations - 41 CFR Part 29-70
- (e) Assurances and Certifications
- (f) Operating Budget
- (g) Position Listing
- (h)
- (i)
- (j)
- (k)
- (l)
- (m)
- (n)
- (o)
- (p)
- (q)

1 2. Program

2 SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME
3 SPONSOR perform the services described in the attachments listed above
4 under Subgrant which are subject to all the terms, conditions, and
5 assurances of this SUBGRANT.

6 3. Term

7 The term of this SUBGRANT shall begin October 1, 1979,
8 and shall end September 30, 1980, as set forth on the
9 Signature Sheet. Grant funds may not, without advance written approval by
10 PRIME SPONSOR, be obligated before the beginning of the term or after the
11 ending of the term.

12 4. Payment

13 PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs
14 incurred in the performance of this contract in accordance with the following:

15 (a) Total Reimbursement shall not exceed the amount of \$ 197,568.

16 as set forth on Signature Sheet.

17 (b) Payment of costs incurred in the performance of this contract shall be
18 paid on the basis of an approved monthly claim as follows:

19 (1) Within ten (10) days following the completion of each calendar
20 month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing
21 all expenditures made pursuant to this SUBGRANT during the
22 preceding month.

23 (2) The County Administrative Officer of PRIME SPONSOR, or his de-
24 signee, shall review that claim, may review the records, books of
25 account, trial balance and vouchers of SUBGRANTEE, and shall
26 approve the claim to the extent that SUBGRANTEE has incurred
27 reasonable and necessary costs pursuant to this subgrant,
28 including the Budget Schedules attached hereto.

1 (3) To the extent permitted by the federal government, the County
2 Administrative Officer or his designee may approve an advance of
3 working capital to SUBGRANTEE. Each advance of working capital
4 may be made only upon application in writing by SUBGRANTEE. Each
5 approval shall be in writing and shall set forth the terms for
6 repayment. Repayment shall be offset against amounts payable
7 on monthly claims. The terms of repayment may be modified by
8 written order of the County Administrative Officer or his designee.
9 Upon termination of this subgrant any unpaid advances shall be
10 offset against any remaining payments to SUBGRANTEE. Any advances
11 exceeding remaining payments shall be repaid to PRIME SPONSOR
12 immediately.

13 (c) Reasonable and necessary costs shall be determined by PRIME SPONSOR
14 in accordance with the requirements of the United States Department of
15 Labor regulations and the United States General Services Administration
16 Federal Management Circular 74-4, United States Office of Management
17 and Budget Circular A-102, and any additional requirements or procedures
18 established by PRIME SPONSOR.

19 (d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME
20 SPONSOR has made applications to the United States Department of Labor
21 for a grant of funds under the Comprehensive Employment and Training
22 Act of 1973, as amended, for the purpose of funding services under this
23 contract and that PRIME SPONSOR is not obligated to provide funds to
24 SUBGRANTEE and SUBGRANTEE is not obligated to provide services under
25 the contract until such funds are made available to PRIME SPONSOR by
26 the Department of Labor.

27 (e) Approved claims shall be paid only from funds granted to PRIME SPONSOR
28 by the Department of Labor.

1 5. Records, Audits, Inspection

2 (a) Establishment and Maintenance of Records

3 The SUBGRANTEE shall maintain records, including but not limited to
4 books, financial records, supporting documents, statistical records,
5 personnel, property, participant, and all other pertinent records
6 sufficient to reflect properly, (a) all direct and indirect costs of
7 whatsoever nature claimed to have been incurred and anticipated to
8 be incurred to perform this contract, and (b) all other matters
9 covered by this SUBGRANT for which the maintenance and retention of
10 records is required by law, including but not limited to U. S. GSA
11 Federal Management Circular 74-4, and regulations of the U. S.
12 Department of Labor, including but not limited to 20 CFR §676.35 and
13 41 CFR §29-70.203. The obligation to maintain and preserve records
14 shall not be diminished by any instructions or advice given by PRIME
15 SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to
16 PRIME SPONSOR.

17 (b) Preservation of Records

18 SUBGRANTEE shall preserve and make available its records related to
19 this SUBGRANT (a) until the expiration of three (3) years from the
20 date of final payment to SUBGRANTEE under this SUBGRANT except that
21 records relating to participants' participation in a CETA program
22 shall be maintained for each participant for a period of five (5)
23 years from the date of enrollment into the program.
24 If, prior to the expiration of the required retention period, any
25 litigation or audit is begun or a claim is instituted involving
26 the records, SUBGRANTEE shall retain the records beyond the
27 retention period until the litigation, audit findings, or claim
28 has been finally resolved.

1 (c) Accounting by SUBGRANTEE

2 SUBGRANTEE shall establish and maintain at all times, on a current
3 basis in conjunction with the Program, an adequate accrual system of
4 accounting covering all costs, items and expenditures with respect
5 to the Program, in accordance with generally accepted accounting
6 principles and standards, and in accordance with requirements of the
7 federal government and any PRIME SPONSOR requirements as set forth
8 in the "Subgrantees' Fiscal Activities Manual."

9 (d) Examination of Records and Facilities

10 At any time during normal business hours, PRIME SPONSOR or duly
11 authorized representative thereof, shall until expiration of three
12 (3) years after final payment under this SUBGRANT, or any longer
13 period as required by applicable law, have access to and the right
14 to examine its offices, and facilities engaged in performance of this
15 SUBGRANT and all its records with respect to all matters covered by
16 this SUBGRANT, including the right to audit, examine and make excerpts
17 of transcripts and from such records to make audit of all contracts
18 and subcontracts, invoices, payrolls, records or personnel conditions
19 of employment, material and all other data relating to matters covered
20 by the SUBGRANT.

21 (e) Documentation of Cost

22 All cost shall be supported by properly executed payrolls, time
23 records, invoices, contracts, or vouchers or other official documen-
24 tation evidencing in proper detail the nature and the propriety of the
25 charge. All checks, payrolls, accounting documents, pertaining in
26 whole or part of this contract shall be clearly identified and
27 readily accessible.

28 6. Suspension of Disallowance of Payments

1 PRIME SPONSOR may at any time elect to offset against, suspend, or disallow
2 payment to SUBGRANTEE in whole or part or to demand repayment under this
3 Agreement in the event of any of the following occurrences, to wit:

- 4 (a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation
5 of any nature with respect to any information or data furnished to
6 PRIME SPONSOR in connection with Program.
7 (b) If SUBGRANTEE is in default under any provisions of this agreement.
8 (c) If SUBGRANTEE maintains a pattern of discrimination.
9 (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct
10 of activities and program.
11 (e) If the SUBGRANTEE fails to comply with any other terms and conditions
12 of this SUBGRANT.
13 (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect
14 or incomplete in any material respect.

15 7. Termination of SUBGRANT

16 (a) With Cause

17 PRIME SPONSOR may terminate the SUBGRANT in the following instances
18 by giving written notice to the SUBGRANTEE at least five (5) days
19 prior to the effective termination date stated in the notice:

- 20 (1) If through any cause SUBGRANTEE shall fail to fulfill in timely
21 and proper manner its obligations under this Agreement.
22 (2) If SUBGRANTEE shall violate any of the covenants or stipulations
23 of this Agreement.
24 (3) If the grant from the U. S. Department of Labor under which this
25 Agreement is made is terminated.
26 (4) If SUBGRANTEE is unable or unwilling to comply with such ad-
27 ditional conditions as may be lawfully applied by the U. S.
28 Department of Labor to the grant under which this Agreement is

1 made. SUBGRANTEE shall not be relieved of liability to PRIME
2 SPONSOR for damages sustained by PRIME SPONSOR by virtue of any
3 breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may
4 withhold any reimbursement to SUBGRANTEE for the purpose of
5 setoff until such time as the exact amount of damages due PRIME
6 SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

7 (b) Without Cause

8 Either party may terminate this SUBGRANT at any time by giving
9 written notice to the other party of such termination and specifying the
10 effective date thereof, at least 30 days before the effective date
11 of such termination. If the SUBGRANT is terminated
12 as provided herein, SUBGRANTEE will be paid an amount which the same
13 ratio to the total compensation as the service actually performed
14 bears to the total services of SUBGRANTEE covered by this SUBGRANT,
15 less payments of compensation previously made.

16 8. Severability of Provisions

17 If any provisions of this SUBGRANT are held invalid, the remainder of this
18 SUBGRANT shall not be affected thereby, if such remainder would then
19 continue to conform to terms and requirements of applicable law.

20 9. Exculpatory Clause

21 SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its
22 officers, employees and agents from and against all claims, losses,
23 liabilities, or damages, including attorney fees, arising out of or
24 resulting from the performance of this Agreement, caused in whole or in
25 part by any negligent act or omission of SUBGRANTEE or anyone directly
26 or indirectly employed by SUBGRANTEE, regardless of whether or not it is
27 caused in part by a party indemnified hereunder.

28 /////

10. Legal Relationship

- (a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- (b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.
- (c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.
- (d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer

under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, Federal Social Security Acts, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PRIME SPONSOR shall not be liable for any worker's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire budget category for the term of this program and shall explain in detail the reasons for such excess.

12. Procedures for Corrective Action

- (a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administrative Officer may order corrective action.
- (b) Before making such an order, the County Administrative Office or his designee shall give SUBGRANTEE ten (10) days' written notice

1 setting forth the nature of SUBGRANTEE'S noncompliance and a procedure
2 whereby SUBGRANTEE and its officers or responsible employees may
3 have an opportunity to meet with the County Administrative Office or
4 PRIME SPONSOR or his designee for the purposes of considering the
5 need for and nature of corrective action.

- 6 (c) An order for corrective action shall be in writing and shall set
7 forth specific directions for corrective action and a detailed
8 timetable for implementing the specific directions for reporting to
9 PRIME SPONSOR as to implementation. The order shall be served on
10 SUBGRANTEE.
- 11 (d) If SUBGRANTEE shall fail to implement an order for corrective action,
12 or if it shall fail to do so within the timetable set for implementation,
13 the County Administrative Officer of the PRIME SPONSOR may recommend
14 that the Governing Body suspend payments hereunder or terminate this
15 SUBGRANT.
- 16 (e) If SUBGRANTEE shall fail to comply with the administrative requirements
17 of this SUBGRANT, such as those requiring the timely submission of
18 all periodic reports, and if such failure shall not be suggestive of
19 other apparent misfeasance, malfeasance, or nonfeasance, the County
20 Administrative Officer shall be empowered, without consultation with
21 the Governing Body, to suspend or delay any and all payments under
22 this SUBGRANT until such failure is rectified.

23 13. Property

- 24 (a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall
25 be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall
26 be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-
27 70.102 (a), set forth therein, and as between PRIME SPONSOR and
28 SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor

agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

- (b) The SUBGRANTEE'S Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29-70.215-7 a copy to which is attached hereto and incorporated by this reference.

14. Program Income

- (a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion of PRIME SPONSOR, for a period of two (2) years from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.
- (b) In the case of income generated by projects under YCCIP, SUBGRANTEE may retain this income, at the discretion of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this section shall apply.
- (c) SUBGRANTEE shall make monthly reports on the expenditure of this income on forms approved by PRIME SPONSOR.
- (d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

15. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an

1 agreement or understanding for commission, percentage, brokerage, or
2 contingency fee. For breach or violation of this covenant the PRIME SPONSOR
3 shall have the right to annul this agreement without liability or, at its
4 discretion, to deduct from the compensation or otherwise recover, the full
5 amount of such commission, percentage, brokerage, or contingency fee.

6 16. Laws

7 SUBGRANTEE shall comply with all the applicable laws, decisions, statutes,
8 regulations and ordinances of the United States, the State of California,
9 and local governments, and as they are amended during the term of this
10 agreement.

11 17. Copyrights and Rights in Data

12 Where activities supported by this SUBGRANT produce original computer
13 programs, writing sound recordings, pictorial reproductions, drawings or
14 other graphical representation and works of any similar nature (the term
15 computer programs includes executable computer programs and supporting
16 data in any form), PRIME SPONSOR and/or the Department of Labor reserve
17 the right to use, duplicate, and disclose the same, in whole or in part,
18 in any manner for any purpose whatsoever, and to authorize others to do so.
19 If any material described in the previous sentence is subject to copyright,
20 PRIME SPONSOR and/or the Department of Labor reserve the right to copyright
21 such and SUBGRANTEE agrees not to copyright such material. If the material
22 is copyrighted, PRIME SPONSOR and/or the Department of Labor reserve a
23 royalty-free, non-exclusive, and irrevocable license to reproduce, publish,
24 and use such materials, in the whole or in part, and to authorize others
25 to do so.

26 18. Publication

27 Before publishing any materials produced by activities supported by this
28 agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance

of any such funded publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial preface or introduction to these materials as published contain the following:

- (a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from the YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."
- (b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the Department of Labor. YOLO COUNTY and the Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."
- (c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials

1 to be published and resubmit them to PRIME SPONSOR which shall prepare
2 comments on the resubmitted data within thirty (30) days after receipt
3 thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE
4 shall determine whether or not to accept or adopt any of the comments on
5 the revised materials as resubmitted to PRIME SPONSOR and shall advise
6 PRIME SPONSOR of this determination within fifteen (15) days after receipt
7 of the comments of PRIME SPONSOR. Thereafter, the materials may be
8 published or revised in accordance with the procedures set forth above in
9 the publication of materials on which PRIME SPONSOR has submitted its
10 comments to SUBGRANTEE.

11 If PRIME SPONSOR has not submitted its comments on any materials submitted
12 to it within ninety (90) days after PRIME SPONSOR has received any such
13 materials, SUBGRANTEE may proceed to publish the materials in the form
14 in which they have been submitted to PRIME SPONSOR but shall include the
15 credit statement and the disclaimer statement set forth above, but without
16 any further comments.

17 19. Patents

18 If any discovery or invention arises or is developed in the course of or
19 as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer
20 the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees
21 that determination of rights to inventions or discoveries made under this
22 agreement shall be made by the Department of Labor, or its duly authorized
23 representatives, who shall have the sole and exclusive powers to determine
24 whether or not and where a patent application should be filed and to
25 determine the disposition of all rights in such inventions or discoveries,
26 including title to and license rights under any patent application or
27 patent which may issue thereon. The determination of DOL, or its duly
28 authorized representative, shall be accepted as final. SUBGRANTEE agrees

1 and otherwise recognizes that PRIME SPONSOR and/or The Department of Labor
2 shall acquire at least an irrevocable, non-exclusive, and royalty-free
3 license to practice and have practiced throughout the world for governmental
4 purposes any invention made in the course of or under this Agreement.

5 20. Personnel

- 6 (a) SUBGRANTEE represents that he has, or will secure at his own expense,
7 all personnel required in performing the services under this SUBGRANT.
8 Such personnel shall not be employees of or have any contractual
9 relationship with PRIME SPONSOR.
- 10 (b) All of the services hereunder will be performed by SUBGRANTEE or under
11 his/her supervision, and all personnel engaged in the work shall be
12 fully qualified and shall be authorized under State and local law to
13 perform such services.
- 14 (c) None of the work or services covered by this SUBGRANT shall be
15 subcontracted without the prior written approval of PRIME SPONSOR.
- 16 (d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of
17 an employee in anticipation of hiring an individual with funds
18 available under Titles II-D or VI. In addition, no participant shall
19 be used to fill positions or provide services normally provided by
20 temporary, part-time, or seasonal workers or contracted out, or to
21 fill full-time vacancies. SUBGRANTEE shall not hire any person into
22 any job funded under Titles II-D and VI when any other person is on
23 lay-off from the same or any substantially equivalent job.
- 24 (e) SUBGRANTEE represents that it has or will establish objective
25 personnel policies and practices for recruitment, selection, promotion,
26 classification, compensation, and performance evaluation that are
27 reflective of the Intergovernment Personnel Act Merit Principles.

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1 21. Assignments

2 Without the written consent of PRIME SPONSOR, this SUBGRANT is not
3 assignable by SUBGRANTEE either in whole or in part.

4 22. Alterations

5 No alteration or variation of the terms of this SUBGRANT shall be valid
6 unless made in writing and signed by the parties hereto.

7 23. Waiver

8 The waiver by PRIME SPONSOR of any default, breach or condition shall not
9 be construed as a waiver on the part of the PRIME SPONSOR of any other
10 default, breach or condition, or any other right hereunder.

11 24. Successors

12 This SUBGRANTEE shall bind and insure to the successors in interest of
13 PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been
14 expressly named herein.

15 25. Clean Air Act of 1970

16 If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees
17 to comply with all applicable standards, orders, or regulations issued
18 pursuant to the Clean Air Act of 1970.

19 26. Nepotism

20 Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause
21 or allow to be hired, a person into an administrative capacity, staff posi-
22 tion or public service employment position funded under CETA, if a member of
23 his or her immediate family is employed in an administrative capacity for
24 the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a
25 state or local statute regarding nepotism exists which is more restrictive

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27 /////

28 /////

1 than the above policy, the eligible applicant should follow the State or
2 local statute in lieu of the above policy.

3 (a) The term "member of the immediate family" includes: wife, husband, son,
4 daughter, mother, father, brother, brother-in-law, sister, sister-in-law,
5 son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle,
6 niece, nephew, step-parent, and step-child.

7 (b) The term "administrative capacity" includes those persons who have over-
8 all administrative responsibility for a program, including all elected and
9 appointed officials who have any responsibility for the obtaining of and/or
10 approval of any grant funded under the Act, such as members of the PRIME
11 SPONSOR Planning Council, or Private Industry Planning Council, who are not
12 economically disadvantaged, other officials who have influence or control
13 over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

14 (c) The term "staff position" includes all CETA staff positions funded
15 under the Act, such as instructors, counselors and other staff involved in
16 administrative, training or service activities.

17 27. Non-Discrimination

18 SUBGRANTEE shall comply with the requirements of 20CFR § 676.52 regarding
19 nondiscrimination.

20 28. Federal Aid

21 It is understood by the parties hereto that neither this Agreement nor any
22 Agreement pursuant hereto shall obligate the federal government to enter into
23 any Agreement with SUBGRANTEE or any other entity for federal financial
24 assistance in connection with this Agreement; or for the planning or under-
25 taking of any work element not included in this Agreement. Any such agree-
26 ment will be entered into at the sole discretion of the federal government.

27 29. Fidelity Bond

28 Prior to any disbursement of funds to SUBGRANTEE for any purpose other than

1 for premium for fidelity bonds, PRIME SPONSOR shall receive a statement from
2 SUBGRANTEE'S insurer certifying to PRIME SPONSOR that all personnel of SUB-
3 GRANTEE handling funds received from PRIME SPONSOR for disbursement under this
4 Agreement are covered by a fidelity bond in an amount and manner consistent
5 with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled
6 or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that
7 event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE
8 until the coverage initially approved by PRIME SPONSOR has been reinstated,
9 or equivalent coverage has been obtained.

10 30. Insurance

11 (a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall
12 maintain in full force and effect a policy of public liability insurance with
13 minimum coverages in an amount satisfactory to PRIME SPONSOR. If PRIME
14 SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an
15 additional insured on said policy and shall obtain a waiver of the insurer's
16 right of subrogation against PRIME SPONSOR.

17 (b) Worker's Compensation. During the term of this SUBGRANT, SUBGRANTEE
18 shall comply fully with the terms of the law of California concerning worker's
19 compensation. Said compliance shall include, but not be limited to, main-
20 taining in full force and effect one or more policies of insurance insuring
21 against any liability SUBGRANTEE may have for worker's compensation.

22 31. Entire Agreement Modifications

23 This Agreement constitutes the entire agreement between the parties hereto
24 for services furnished pursuant to this Agreement. This Agreement may be
25 modified, altered, or revised only upon the written consent of both parties
26 hereto.

27 32. Notices

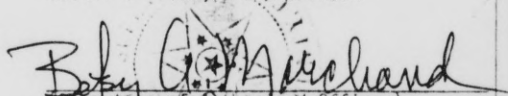
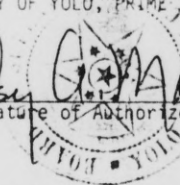
28 All notices to be given SUBGRANTEE may be given by deposit in the United

1 forth on the Signature Sheet. WHEREFORE, the parties have executed this
2 SUBGRANT NO. 79-368

3 33. Federal Regulations

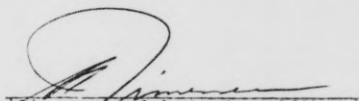
4 The Comprehensive Employment and Training Act Regulations, 20 CFR Parts
5 675, 676, 677, 678, and 679, and 41 CFR Part 29-70 are attached hereto
6 and incorporated into this SUBGRANT.

7 COUNTY OF YOLO, PRIME SPONSOR

8 
9 (Signature of Authorized Officer)
10
11 

12 Chairman, Yolo County
13 Board of Supervisors
14 (Title of Authorized Officer)

15 State of California - State CETA Office
16 (Legal Name of SUBGRANTEE)

17 
18 (Signature of Authorized Officer)

19
20 L. L. Jimenez
21 Mgr., Grants Sec.
22 State CETA Office
23 (Title of Authorized Officer)

24 JAN 21 1980
25 (Date)

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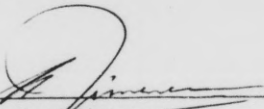
FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 41 CFR, Part 29-70 are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

State of California
State CETA Office/Grants Section
800 Capitol Mall, Rm. W1142
Sacramento, CA 95814

Name of Subgrantee



Authorized Signature

L. L. Jimenez
Mgr., Grants Sec.
State CETA Office

JAN 21 1980

Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
 - a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder; and
 - b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.
2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.
3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
 - a. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
 - b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
 - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.
 - d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).
 - e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).
 - f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7)).
 - g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).
 - h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

1. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).
- j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.
- k. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.
- l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).
- n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20 CFR 677.13(c)(3)).
- o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).
- p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

- q. For program of public service employment under CETA, no jobs will be created on promotional line that will in any way upon promotional opportunities of persons currently in jobs not funded under CETA (20 CFR 676.73).
- r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).
- t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).
- u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).
- v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining

agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

- w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).
- x. For each participant employment and training activities funded under Title II of CETA, an Employability Development Plan (EDP) will be developed by the SUBGRANTEE. The Employability Development Plan shall include at least the following: 1) assessment data showing the participant's employability readiness; 2) barriers to employment faced by the participant; 3) specific employment and training needs; 4) specific services and activities to be developed and provided to meet those needs; and 5) an individualized plan for transition from program activities to placement in unsubsidized employment. The EDP shall be reviewed periodically throughout the duration of the participation, and revised accordingly (20 CFR 677.2).
- y. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).
- z. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

State of California - CETA Office
(Legal Name of SUBGRANTEE)

JAN 21 1980

19

(Date)

(Signature of Authorized Officer)

Mgr., Grants Sec.
State CETA Office

(Title of Authorized Officer)

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
 Room 102, Yolo County Courthouse, Woodland, California 95695

CETA TITLE II-D OPERATING BUDGET

☒ ORIGINAL ☐ REVISION NO. _____

DATE September 5, 1979

Subgrantee Name and Address:
State CETA Office - Dept. of Social Services
744 P Street
Sacramento, CA 95814

Contact Person Manuel Guerra
 Phone 322-1759 Contract No. _____
 Period: From 10-1-79 To 9-30-80
 Program Name _____

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.			15,840					15,840
NOV.			15,840					15,840
DEC.			15,840					15,840
JAN.			15,840					15,840
FEB.			15,840					15,840
MAR.			15,840					15,840
APR.			16,464					16,464
MAY			16,464					16,464
JUNE			16,464					16,464
JULY			17,712					17,712
AUG.			17,712					17,712
SEPT.			17,712					17,712
TOTAL			197,568					197,568

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.			13,824	2,016			15,840
NOV.			13,824	2,016			15,840
DEC.			13,824	2,016			15,840
JAN.			13,824	2,016			15,840
FEB.			13,824	2,016			15,840
MAR.			13,824	2,016			15,840
APR.			14,400	2,064			16,464
MAY			14,400	2,064			16,464
JUNE			14,400	2,064			16,464
JULY			15,456	2,256			17,712
AUG.			15,456	2,256			17,712
SEPT.			15,456	2,256			17,712
TOTAL			172,512	25,056			197,568

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT

L. L. Jimenez
 Mgr., Grants Sec.
 State CETA Office

For CETA Approval Only:

Name and Title of Authorized Official _____

Accountant _____

9-10-79
 Date

Signature _____

JAN 21 1980
 Date

Principal Administrative Analyst _____

9-29-79
 Date

Position Listing

Title II-D

State CETA Office - Dept. of Social Services

<u>Position</u>	<u>Salary</u> <u>10-1-79 to</u>	<u>Benefits</u> <u>9-30-80</u>	<u>Total</u>
24 Assistant Clerk 12 mo. @ 599/87	\$172,512	\$25,056	\$197,568
24	\$172,512	\$25,056	\$197,568

BK

Subgrant Signature Sheet

Title IID PSE

Agreement/
Subgrant No. 79-369

Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of California

Subgrantee
State of California - CETA Office

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and the State of California - CETA Office hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program : State of California - CETA Office/Department of Forestry, Davis Nursery

Mailing Address : ~~5300 CHILDS ROAD~~ 722 Capital Mall

City : ~~DAVIS, CALIFORNIA~~ Sacramento, CA 95814 Phone: ~~753-2441~~ 322-7751

Program Director: ~~ODD & ODD~~ Cynde Jackson

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the Assurances and Certifications.

The term of the SUBGRANT shall begin on October 1, 1979

The term of the SUBGRANT shall end on September 30, 1980

The total amount of the SUBGRANT is \$8,232

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

By Signature

Name and Title

Date

L. L. Jimenez
Manager, Grants Section

JAN 21 1980

Name and Title

Date

BETSY A. MARCHAND, Chairman
Yolo County Board of Supervisors

OCT 2 - 1979

Type Name and Title of Authorized Officer

FILED

FEB - 4 1980

PETER McNAMEE, Clerk

By Peter McNamee
Deputy

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of October, 1979,
by and between the County of Yolo, a political subdivision, hereinafter called
PRIME SPONSOR or County, and the State of California - CETA Office
hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 676 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
 - (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).
 - (e) Advising all participants of their rights and responsibilities prior

to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR §676.83 and 676.84; and

(f) Making maximum efforts to achieve the provision of the plan.

2. The State of California - CETA Office is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679

(d) Code of Federal Regulations - 41 CFR Part 29-70

(e) Assurances and Certifications

(f) Operating Budget

(g) Position Listing

(h)

(i)

(j)

(k)

(l)

(m)

(n)

(o)

(p)

(q)

1 2. Program

2 SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME
3 SPONSOR perform the services described in the attachments listed above
4 under Subgrant which are subject to all the terms, conditions, and
5 assurances of this SUBGRANT.

6 3. Term

7 The term of this SUBGRANT shall begin October 1, 1979,
8 and shall end September 30, 1980, as set forth on the
9 Signature Sheet. Grant funds may not, without advance written approval by
10 PRIME SPONSOR, be obligated before the beginning of the term or after the
11 ending of the term.

12 4. Payment

13 PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs
14 incurred in the performance of this contract in accordance with the following:

15 (a) Total Reimbursement shall not exceed the amount of \$ 8,232,
16 as set forth on Signature Sheet.

17 (b) Payment of costs incurred in the performance of this contract shall be
18 paid on the basis of an approved monthly claim as follows:

19 (1) Within ten (10) days following the completion of each calendar
20 month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing
21 all expenditures made pursuant to this SUBGRANT during the
22 preceding month.

23 (2) The County Administrative Officer of PRIME SPONSOR, or his de-
24 signee, shall review that claim, may review the records, books of
25 account, trial balance and vouchers of SUBGRANTEE, and shall
26 approve the claim to the extent that SUBGRANTEE has incurred
27 reasonable and necessary costs pursuant to this subgrant,
28 including the Budget Schedules attached hereto.

1 (3) To the extent permitted by the federal government, the County
2 Administrative Officer or his designee may approve an advance of
3 working capital to SUBGRANTEE. Each advance of working capital
4 may be made only upon application in writing by SUBGRANTEE. Each
5 approval shall be in writing and shall set forth the terms for
6 repayment. Repayment shall be offset against amounts payable
7 on monthly claims. The terms of repayment may be modified by
8 written order of the County Administrative Officer or his designee.
9 Upon termination of this subgrant any unpaid advances shall be
10 offset against any remaining payments to SUBGRANTEE. Any advances
11 exceeding remaining payments shall be repaid to PRIME SPONSOR
12 immediately.

13 (c) Reasonable and necessary costs shall be determined by PRIME SPONSOR
14 in accordance with the requirements of the United States Department of
15 Labor regulations and the United States General Services Administration
16 Federal Management Circular 74-4, United States Office of Management
17 and Budget Circular A-102, and any additional requirements or procedures
18 established by PRIME SPONSOR.

19 (d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME
20 SPONSOR has made applications to the United States Department of Labor
21 for a grant of funds under the Comprehensive Employment and Training
22 Act of 1973, as amended, for the purpose of funding services under this
23 contract and that PRIME SPONSOR is not obligated to provide funds to
24 SUBGRANTEE and SUBGRANTEE is not obligated to provide services under
25 the contract until such funds are made available to PRIME SPONSOR by
26 the Department of Labor.

27 (e) Approved claims shall be paid only from funds granted to PRIME SPONSOR
28 by the Department of Labor.

1 5. Records, Audits, Inspection

2 (a) Establishment and Maintenance of Records

3 The SUBGRANTEE shall maintain records, including but not limited to
4 books, financial records, supporting documents, statistical records,
5 personnel, property, participant, and all other pertinent records
6 sufficient to reflect properly, (a) all direct and indirect costs of
7 whatsoever nature claimed to have been incurred and anticipated to
8 be incurred to perform this contract, and (b) all other matters
9 covered by this SUBGRANT for which the maintenance and retention of
10 records is required by law, including but not limited to U. S. GSA
11 Federal Management Circular 74-4, and regulations of the U. S.
12 Department of Labor, including but not limited to 20 CFR §676.35 and
13 41 CFR §29-70.203. The obligation to maintain and preserve records
14 shall not be diminished by any instructions or advice given by PRIME
15 SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to
16 PRIME SPONSOR.

17 (b) Preservation of Records

18 SUBGRANTEE shall preserve and make available its records related to
19 this SUBGRANT (a) until the expiration of three (3) years from the
20 date of final payment to SUBGRANTEE under this SUBGRANT except that
21 records relating to participants' participation in a CETA program
22 shall be maintained for each participant for a period of five (5)
23 years from the date of enrollment into the program.
24 If, prior to the expiration of the required retention period, any
25 litigation or audit is begun or a claim is instituted involving
26 the records, SUBGRANTEE shall retain the records beyond the
27 retention period until the litigation, audit findings, or claim
28 has been finally resolved.

1 (c) Accounting by SUBGRANTEE

2 SUBGRANTEE shall establish and maintain at all times, on a current
3 basis in conjunction with the Program, an adequate accrual system of
4 accounting covering all costs, items and expenditures with respect
5 to the Program, in accordance with generally accepted accounting
6 principles and standards, and in accordance with requirements of the
7 federal government and any PRIME SPONSOR requirements as set forth
8 in the "Subgrantees' Fiscal Activities Manual."

9 (d) Examination of Records and Facilities

10 At any time during normal business hours, PRIME SPONSOR or duly
11 authorized representative thereof, shall until expiration of three
12 (3) years after final payment under this SUBGRANT, or any longer
13 period as required by applicable law, have access to and the right
14 to examine its offices, and facilities engaged in performance of this
15 SUBGRANT and all its records with respect to all matters covered by
16 this SUBGRANT, including the right to audit, examine and make excerpts
17 of transcripts and from such records to make audit of all contracts
18 and subcontracts, invoices, payrolls, records or personnel conditions
19 of employment, material and all other data relating to matters covered
20 by the SUBGRANT.

21 (e) Documentation of Cost

22 All cost shall be supported by properly executed payrolls, time
23 records, invoices, contracts, or vouchers or other official documen-
24 tation evidencing in proper detail the nature and the propriety of the
25 charge. All checks, payrolls, accounting documents, pertaining in
26 whole or part of this contract shall be clearly identified and
27 readily accessible.

28 6. Suspension of Disallowance of Payments

1 PRIME SPONSOR may at any time elect to offset against, suspend, or disallow
2 payment to SUBGRANTEE in whole or part or to demand repayment under this
3 Agreement in the event of any of the following occurrences, to wit:

- 4 (a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation
5 of any nature with respect to any information or data furnished to
6 PRIME SPONSOR in connection with Program.
7 (b) If SUBGRANTEE is in default under any provisions of this agreement.
8 (c) If SUBGRANTEE maintains a pattern of discrimination.
9 (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct
10 of activities and program.
11 (e) If the SUBGRANTEE fails to comply with any other terms and conditions
12 of this SUBGRANT.
13 (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect
14 or incomplete in any material respect.

15 7. Termination of SUBGRANT

16 (a) With Cause

17 PRIME SPONSOR may terminate the SUBGRANT in the following instances
18 by giving written notice to the SUBGRANTEE at least five (5) days
19 prior to the effective termination date stated in the notice:

- 20 (1) If through any cause SUBGRANTEE shall fail to fulfill in timely
21 and proper manner its obligations under this Agreement.
22 (2) If SUBGRANTEE shall violate any of the covenants or stipulations
23 of this Agreement.
24 (3) If the grant from the U. S. Department of Labor under which this
25 Agreement is made is terminated.
26 (4) If SUBGRANTEE is unable or unwilling to comply with such ad-
27 ditional conditions as may be lawfully applied by the U. S.
28 Department of Labor to the grant under which this Agreement is

1 made. SUBGRANTEE shall not be relieved of liability to PRIME
2 SPONSOR for damages sustained by PRIME SPONSOR by virtue of any
3 breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may
4 withhold any reimbursement to SUBGRANTEE for the purpose of
5 setoff until such time as the exact amount of damages due PRIME
6 SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

7 (b) Without Cause

8 Either party may terminate this SUBGRANT at any time by giving
9 written notice to the other party of such termination and specifying the
10 effective date thereof, at least 30 days before the effective date
11 of such termination. If the SUBGRANT is terminated
12 as provided herein, SUBGRANTEE will be paid an amount which the same
13 ratio to the total compensation as the service actually performed
14 bears to the total services of SUBGRANTEE covered by this SUBGRANT,
15 less payments of compensation previously made.

16 8. Severability of Provisions

17 If any provisions of this SUBGRANT are held invalid, the remainder of this
18 SUBGRANT shall not be affected thereby, if such remainder would then
19 continue to conform to terms and requirements of applicable law.

20 9. Exculpatory Clause

21 SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its
22 officers, employees and agents from and against all claims, losses,
23 liabilities, or damages, including attorney fees, arising out of or
24 resulting from the performance of this Agreement, caused in whole or in
25 part by any negligent act or omission of SUBGRANTEE or anyone directly
26 or indirectly employed by SUBGRANTEE, regardless of whether or not it is
27 caused in part by a party indemnified hereunder.

28 /////

10. Legal Relationship

- (a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- (b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.
- (c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.
- (d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer

under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, Federal Social Security Acts, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PRIME SPONSOR shall not be liable for any worker's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire budget category for the term of this program and shall explain in detail the reasons for such excess.

12. Procedures for Corrective Action

(a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administrative Officer may order corrective action.

(b) Before making such an order, the County Administrative Office or his designee shall give SUBGRANTEE ten (10) days' written notice

1 set forth the nature of SUBGRANTEE noncompliance and a procedure
2 whereby SUBGRANTEE and its officers or responsible employees may
3 have an opportunity to meet with the County Administrative Office or
4 PRIME SPONSOR or his designee for the purposes of considering the
5 need for and nature of corrective action.

- 6 (c) An order for corrective action shall be in writing and shall set
7 forth specific directions for corrective action and a detailed
8 timetable for implementing the specific directions for reporting to
9 PRIME SPONSOR as to implementation. The order shall be served on
10 SUBGRANTEE.
- 11 (d) If SUBGRANTEE shall fail to implement an order for corrective action,
12 or if it shall fail to do so within the timetable set for implementation,
13 the County Administrative Officer of the PRIME SPONSOR may recommend
14 that the Governing Body suspend payments hereunder or terminate this
15 SUBGRANT.
- 16 (e) If SUBGRANTEE shall fail to comply with the administrative requirements
17 of this SUBGRANT, such as those requiring the timely submission of
18 all periodic reports, and if such failure shall not be suggestive of
19 other apparent misfeasance, malfeasance, or nonfeasance, the County
20 Administrative Officer shall be empowered, without consultation with
21 the Governing Body, to suspend or delay any and all payments under
22 this SUBGRANT until such failure is rectified.

23 13. Property

- 24 (a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall
25 be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall
26 be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-
27 70.102 (a), set forth therein, and as between PRIME SPONSOR and
28 SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor

agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

- (b) The SUBGRANTEE'S Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29-70.215-7 a copy to which is attached hereto and incorporated by this reference.

14. Program Income

- (a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion of PRIME SPONSOR, for a period of two (2) years from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.
- (b) In the case of income generated by projects under YCCIP, SUBGRANTEE may retain this income, at the discretion of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this section shall apply.
- (c) SUBGRANTEE shall make monthly reports on the expenditure of this income on forms approved by PRIME SPONSOR.
- (d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

15. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an

1 agreement or understanding for commission, percentage, brokerage, or
2 contingency fee. For breach or violation of this covenant the PRIME SPONSOR
3 shall have the right to annul this agreement without liability or, at its
4 discretion, to deduct from the compensation or otherwise recover, the full
5 amount of such commission, percentage, brokerage, or contingency fee.

6 16. Laws

7 SUBGRANTEE shall comply with all the applicable laws, decisions, statutes,
8 regulations and ordinances of the United States, the State of California,
9 and local governments, and as they are amended during the term of this
10 agreement.

11 17. Copyrights and Rights in Data

12 Where activities supported by this SUBGRANT produce original computer
13 programs, writing sound recordings, pictorial reproductions, drawings or
14 other graphical representation and works of any similar nature (the term
15 computer programs includes executable computer programs and supporting
16 data in any form), PRIME SPONSOR and/or the Department of Labor reserve
17 the right to use, duplicate, and disclose the same, in whole or in part,
18 in any manner for any purpose whatsoever, and to authorize others to do so.
19 If any material described in the previous sentence is subject to copyright,
20 PRIME SPONSOR and/or the Department of Labor reserve the right to copyright
21 such and SUBGRANTEE agrees not to copyright such material. If the material
22 is copyrighted, PRIME SPONSOR and/or the Department of Labor reserve a
23 royalty-free, non-exclusive, and irrevocable license to reproduce, publish,
24 and use such materials, in the whole or in part, and to authorize others
25 to do so.

26 18. Publication

27 Before publishing any materials produced by activities supported by this
28 agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance

of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial preface or introduction to these materials as published contain the following:

- (a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from the YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."
- (b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the Department of Labor. YOLO COUNTY and the Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."
- (c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials

1 to be published and resubmit them to PRIME SPONSOR which shall prepare
2 comments on the resubmitted data within thirty (30) days after receipt
3 thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE
4 shall determine whether or not to accept or adopt any of the comments on
5 the revised materials as resubmitted to PRIME SPONSOR and shall advise
6 PRIME SPONSOR of this determination within fifteen (15) days after receipt
7 of the comments of PRIME SPONSOR. Thereafter, the materials may be
8 published or revised in accordance with the procedures set forth above in
9 the publication of materials on which PRIME SPONSOR has submitted its
10 comments to SUBGRANTEE.

11 If PRIME SPONSOR has not submitted its comments on any materials submitted
12 to it within ninety (90) days after PRIME SPONSOR has received any such
13 materials, SUBGRANTEE may proceed to publish the materials in the form
14 in which they have been submitted to PRIME SPONSOR but shall include the
15 credit statement and the disclaimer statement set forth above, but without
16 any further comments.

17 19. Patents

18 If any discovery or invention arises or is developed in the course of or
19 as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer
20 the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees
21 that determination of rights to inventions or discoveries made under this
22 agreement shall be made by the Department of Labor, or its duly authorized
23 representatives, who shall have the sole and exclusive powers to determine
24 whether or not and where a patent application should be filed and to
25 determine the disposition of all rights in such inventions or discoveries,
26 including title to and license rights under any patent application or
27 patent which may issue thereon. The determination of DOL, or its duly
28 authorized representative, shall be accepted as final. SUBGRANTEE agrees

and otherwise recognizes that PRIME SPONSOR and/or The Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

20. Personnel

- (a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.
- (b) All of the services hereunder will be performed by SUBGRANTEE or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- (c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.
- (d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Titles II-D or VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Titles II-D and VI when any other person is on lay-off from the same or any substantially equivalent job.
- (e) SUBGRANTEE represents that it has or will establish objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, and performance evaluation that are reflective of the Intergovernment Personnel Act Merit Principles.

/////

1 21. Assignments

2 Without the written consent of PRIME SPONSOR, this SUBGRANT is not
3 assignable by SUBGRANTEE either in whole or in part.

4 22. Alterations

5 No alteration or variation of the terms of this SUBGRANT shall be valid
6 unless made in writing and signed by the parties hereto.

7 23. Waiver

8 The waiver by PRIME SPONSOR of any default, breach or condition shall not
9 be construed as a waiver on the part of the PRIME SPONSOR of any other
10 default, breach or condition, or any other right hereunder.

11 24. Successors

12 This SUBGRANTEE shall bind and insure to the successors in interest of
13 PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been
14 expressly named herein.

15 25. Clean Air Act of 1970

16 If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees
17 to comply with all applicable standards, orders, or regulations issued
18 pursuant to the Clean Air Act or 1970.

19 26. Nepotism

20 Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause
21 or allow to be hired, a person into an administrative capacity, staff posi-
22 tion or public service employment position funded under CETA, if a member of
23 his or her immediate family is employed in an administrative capacity for
24 the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a
25 state or local statute regarding nepotism exists which is more restrictive

26 /////

27 /////

28 /////

1 than the above policy, the eligible applicant should follow the State or
2 local statute in lieu of the above policy.

3 (a) The term "member of the immediate family" includes: wife, husband, son,
4 daughter, mother, father, brother, brother-in-law, sister, sister-in-law,
5 son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle,
6 niece, nephew, step-parent, and step-child.

7 (b) The term "administrative capacity" includes those persons who have over-
8 all administrative responsibility for a program, including all elected and
9 appointed officials who have any responsibility for the obtaining of and/or
10 approval of any grant funded under the Act, such as members of the PRIME
11 SPONSOR Planning Council, or Private Industry Planning Council, who are not
12 economically disadvantaged, other officials who have influence or control
13 over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

14 (c) The term "staff position" includes all CETA staff positions funded
15 under the Act, such as instructors, counselors and other staff involved in
16 administrative, training or service activities.

17 27. Non-Discrimination

18 SUBGRANTEE shall comply with the requirements of 20CFR § 676.52 regarding
19 nondiscrimination.

20 28. Federal Aid

21 It is understood by the parties hereto that neither this Agreement nor any
22 Agreement pursuant hereto shall obligate the federal government to enter into
23 any Agreement with SUBGRANTEE or any other entity for federal financial
24 assistance in connection with this Agreement; or for the planning or under-
25 taking of any work element not included in this Agreement. Any such agree-
26 ment will be entered into at the sole discretion of the federal government.

27 29. Fidelity Bond

28 Prior to any disbursement of funds to SUBGRANTEE for any purpose other than

1 for premium for fidelity bonds, PRIME SPONSOR shall receive a statement from
2 SUBGRANTEE'S insurer certifying to PRIME SPONSOR that all personnel of SUB-
3 GRANTEE handling funds received from PRIME SPONSOR for disbursement under this
4 Agreement are covered by a fidelity bond in an amount and manner consistent
5 with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled
6 or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that
7 event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE
8 until the coverage initially approved by PRIME SPONSOR has been reinstated,
9 or equivalent coverage has been obtained.

10 30. Insurance

11 (a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall
12 maintain in full force and effect a policy of public liability insurance with
13 minimum coverages in an amount satisfactory to PRIME SPONSOR. If PRIME
14 SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an
15 additional insured on said policy and shall obtain a waiver of the insurer's
16 right of subrogation against PRIME SPONSOR.

17 (b) Worker's Compensation. During the term of this SUBGRANT, SUBGRANTEE
18 shall comply fully with the terms of the law of California concerning worker's
19 compensation. Said compliance shall include, but not be limited to, main-
20 taining in full force and effect one or more policies of insurance insuring
21 against any liability SUBGRANTEE may have for worker's compensation.

22 31. Entire Agreement Modifications

23 This Agreement constitutes the entire agreement between the parties hereto
24 for services furnished pursuant to this Agreement. This Agreement may be
25 modified, altered, or revised only upon the written consent of both parties
26 hereto.

27 32. Notices

28 All notices to be given SUBGRANTEE may be given by deposit in the United

7
1 forth on the Signature Sheet. WHEREFORE, the parties have executed this
2 SUBGRANT NO. 79-369.

3 33. Federal Regulations

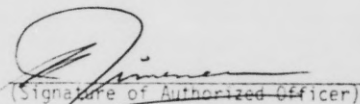
4 The Comprehensive Employment and Training Act Regulations, 20 CFR Parts
5 675, 676, 677, 678, and 679, and 41 CFR Part 29-70 are attached hereto
6 and incorporated into this SUBGRANT.

7 COUNTY OF YOLO, PRIME SPONSOR

8
9 
(Signature of Authorized Officer)

10
11 Chairman, Yolo County
12 Board of Supervisors
13 (Title of Authorized Officer)

14
15 State of California - CETA Office
16 (Legal Name of SUBGRANTEE)

17
18 
(Signature of Authorized Officer)

19 L. L. Jimenez
20 Mgr., Grants Sec.
21 State CETA Office

22 JAN 21 1980

19

23 (Date)

24 (Title of Authorized Officer)

25 /////

26 /////

27 /////

28 /////

29 /////

30 /////

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
 - a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder; and
 - b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.
2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.
3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
 - a. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
 - b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
 - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.
 - d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).
 - e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).
 - f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7)).
 - g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).
 - h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

1. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).
- j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.
- k. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.
- l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).
- n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20 CFR 677.13(c)(3)).
- o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).
- p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

- q. For programs of public service employment under CETA, no jobs will be created in promotional line that will interfere in any way upon promotional opportunities of persons currently in jobs not funded under CETA (20 CFR 676.73).
- r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).
- t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).
- u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).
- v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining

agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

- w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).
- x. For each participant employment and training activities funded under Title II of CETA, an Employability Development Plan (EDP) will be developed by the SUBGRANTEE. The Employability Development Plan shall include at least the following: 1) assessment data showing the participant's employability readiness; 2) barriers to employment faced by the participant; 3) specific employment and training needs; 4) specific services and activities to be developed and provided to meet those needs; and 5) an individualized plan for transition from program activities to placement in unsubsidized employment. The EDP shall be reviewed periodically throughout the duration of the participation, and revised accordingly (20 CFR 677.2).
- y. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).
- z. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

State of California - CETA Office
(Legal Name of SUBGRANTEE)

JAN 21 1980
(Date)

19

(Signature of Authorized Officer)

E. Jimenez
Mgr., Grants Sec.
State CETA Office

(Title of Authorized Officer)

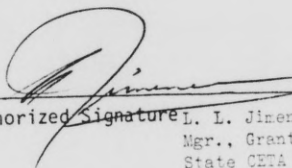
FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 41 CFR, Part 29-70 are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

State of California
State CETA Office/Grants Section

Name of Subgrantee



Authorized Signature L. L. Jimenez
Mgr., Grants Sec.
State CETA Office

JAN 21 1966

Date

CETA TITLE II-D OPERATING BUDGET

☒ ORIGINAL ☐ REVISION NO. _____

DATE September 5, 1979

Subgrantee Name and Address:

Contact Person C. J. Eden

State CETA Office for Dept. of Forestry

Phone 753-2441

Contract No. _____

Davis Nursery

Period: From 10-1-79 To 9-30-80

5800 Chiles Road

Program Name _____

Davis, CA 95616

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.			660					660
NOV.			660					660
DEC.			660					660
JAN.			660					660
FEB.			660					660
MAR.			660					660
APR.			686					686
MAY			686					686
JUNE			686					686
JULY			738					738
AUG.			738					738
SEPT.			738					738
TOTAL			8,232					8,232

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.			576	84			660
NOV.			576	84			660
DEC.			576	84			660
JAN.			576	84			660
FEB.			576	84			660
MAR.			576	84			660
APR.			600	86			686
MAY			600	86			686
JUNE			600	86			686
JULY			644	94			738
AUG.			644	94			738
SEPT.			644	94			738
TOTAL			7,188	1,044			8,232

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT

L. L. Jimenez
Dep. Grants Sec.
State Dept. of Forestry

Name and Title of Authorized Official

For CETA Approval Only:

Robert C. Boyer
 Accountant

9-10-79
 Date

Signature

JAN 21 1980
 Date

James L. Smith
 Principal Administrative Analyst

9-28-79
 Date

Position Listing

Title II-D

State CETA Office for Dept. of Forestry
Davis Headquarters Nursery

<u>Position</u>	<u>Salary</u> <u>10-1-79 to</u>	<u>Benefits</u> <u>9-30-80</u>	<u>Total</u>
1 Assistant Clerk 12 mo. @ 599/87	\$7,188	\$1,044	\$8,232
<u>1</u>	<u>\$7,188</u>	<u>\$1,044</u>	<u>\$8,232</u>

Subgrant Signature Sheet

Title II D PSEAgreement/
Subgrant No. 79-370Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of CaliforniaSubgrantee
State of California CETA Office

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and
The State of California CETA Office hereinafter referred
to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive
Employment and Training Program in accordance with the provisions of the agreement.

Program : State of California CETA Office for Department of Mental Health

Mailing Address : ~~711XN317881~~ 722 Capital Mall

City : Sacramento, CA 95814

Phone: ~~322X8382~~ 322-7751

Program Director: Cynde Jackson

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment
and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of
the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and
conditions set forth therein including the Assurances and Certifications.

The term of the SUBGRANT shall begin on October 1, 1979The term of the SUBGRANT shall end on September 30, 1980The total amount of the SUBGRANT is \$65,856

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

By Signature

Name and Title

Date

L. L. Jimenez
Manager, Grants Section

JAN 21 1980

Name and Title

Date

Betsy A. Marchand, Chairman
Yolo County Board of Supervisors

OCT 2 - 1979

Type Name and Title of Authorized Officer

FILED

FEB - 4 1980

PETER McNAMEE, Clerk

By Betsy A. Marchand

Deputy

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of October, 1979,
by and between the County of Yolo, a political subdivision, hereinafter called
PRIME SPONSOR or County, and the The State of California
CETA Office hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 676 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
 - (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).
 - (e) Advising all participants of their rights and responsibilities prior

to entering the program and granting the opportunity to resolve
grievances as provided in 20 CFR §676.83 and 676.84; and

(f) Making maximum efforts to achieve the provision of the plan.

2. The State of California CETA Office is by virtue
of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction
of County, and desires to operate a program strictly in accordance with that
statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between
PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679
- (d) Code of Federal Regulations - 41 CFR Part 29-70
- (e) Assurances and Certifications
- (f) Operating Budget
- (g) Position Listing
- (h)
- (i)
- (j)
- (k)
- (l)
- (m)
- (n)
- (o)
- (p)
- (q)

1 2. Program

2 SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME
3 SPONSOR perform the services described in the attachments listed above
4 under Subgrant which are subject to all the terms, conditions, and
5 assurances of this SUBGRANT.

6 3. Term

7 The term of this SUBGRANT shall begin October 1, 1979,
8 and shall end September 30, 1980, as set forth on the
9 Signature Sheet. Grant funds may not, without advance written approval by
10 PRIME SPONSOR, be obligated before the beginning of the term or after the
11 ending of the term.

12 4. Payment

13 PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs
14 incurred in the performance of this contract in accordance with the following:

15 (a) Total Reimbursement shall not exceed the amount of \$ 65,856,
16 as set forth on Signature Sheet.

17 (b) Payment of costs incurred in the performance of this contract shall be
18 paid on the basis of an approved monthly claim as follows:

19 (1) Within ten (10) days following the completion of each calendar
20 month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing
21 all expenditures made pursuant to this SUBGRANT during the
22 preceding month.

23 (2) The County Administrative Officer of PRIME SPONSOR, or his de-
24 signee, shall review that claim, may review the records, books of
25 account, trial balance and vouchers of SUBGRANTEE, and shall
26 approve the claim to the extent that SUBGRANTEE has incurred
27 reasonable and necessary costs pursuant to this subgrant,
28 including the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Each advance of working capital may be made only upon application in writing by SUBGRANTEE. Each approval shall be in writing and shall set forth the terms for repayment. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the Department of Labor.

1 5. Records, Audits, Inspection

2 (a) Establishment and Maintenance of Records

3 The SUBGRANTEE shall maintain records, including but not limited to
4 books, financial records, supporting documents, statistical records,
5 personnel, property, participant, and all other pertinent records
6 sufficient to reflect properly, (a) all direct and indirect costs of
7 whatsoever nature claimed to have been incurred and anticipated to
8 be incurred to perform this contract, and (b) all other matters
9 covered by this SUBGRANT for which the maintenance and retention of
10 records is required by law, including but not limited to U. S. GSA
11 Federal Management Circular 74-4, and regulations of the U. S.
12 Department of Labor, including but not limited to 20 CFR §676.35 and
13 41 CFR §29-70.203. The obligation to maintain and preserve records
14 shall not be diminished by any instructions or advice given by PRIME
15 SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to
16 PRIME SPONSOR.

17 (b) Preservation of Records

18 SUBGRANTEE shall preserve and make available its records related to
19 this SUBGRANT (a) until the expiration of three (3) years from the
20 date of final payment to SUBGRANTEE under this SUBGRANT except that
21 records relating to participants' participation in a CETA program
22 shall be maintained for each participant for a period of five (5)
23 years from the date of enrollment into the program.
24 If, prior to the expiration of the required retention period, any
25 litigation or audit is begun or a claim is instituted involving
26 the records, SUBGRANTEE shall retain the records beyond the
27 retention period until the litigation, audit findings, or claim
28 has been finally resolved.

1 (c) Accounting by SUBGRANTEE

2 SUBGRANTEE shall establish and maintain at all times, on a current
3 basis in conjunction with the Program, an adequate accrual system of
4 accounting covering all costs, items and expenditures with respect
5 to the Program, in accordance with generally accepted accounting
6 principles and standards, and in accordance with requirements of the
7 federal government and any PRIME SPONSOR requirements as set forth
8 in the "Subgrantees' Fiscal Activities Manual."

9 (d) Examination of Records and Facilities

10 At any time during normal business hours, PRIME SPONSOR or duly
11 authorized representative thereof, shall until expiration of three
12 (3) years after final payment under this SUBGRANT, or any longer
13 period as required by applicable law, have access to and the right
14 to examine its offices, and facilities engaged in performance of this
15 SUBGRANT and all its records with respect to all matters covered by
16 this SUBGRANT, including the right to audit, examine and make excerpts
17 of transcripts and from such records to make audit of all contracts
18 and subcontracts, invoices, payrolls, records or personnel conditions
19 of employment, material and all other data relating to matters covered
20 by the SUBGRANT.

21 (e) Documentation of Cost

22 All cost shall be supported by properly executed payrolls, time
23 records, invoices, contracts, or vouchers or other official documen-
24 tation evidencing in proper detail the nature and the propriety of the
25 charge. All checks, payrolls, accounting documents, pertaining in
26 whole or part of this contract shall be clearly identified and
27 readily accessible.

28 6. Suspension of Disallowance of Payments

1 PRIME SPONSOR may at any time elect to offset against, suspend, or disallow
2 payment to SUBGRANTEE in whole or part or to demand repayment under this
3 Agreement in the event of any of the following occurrences, to wit:

- 4 (a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation
5 of any nature with respect to any information or data furnished to
6 PRIME SPONSOR in connection with Program.
7 (b) If SUBGRANTEE is in default under any provisions of this agreement.
8 (c) If SUBGRANTEE maintains a pattern of discrimination.
9 (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct
10 of activities and program.
11 (e) If the SUBGRANTEE fails to comply with any other terms and conditions
12 of this SUBGRANT.
13 (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect
14 or incomplete in any material respect.

15 7. Termination of SUBGRANT

16 (a) With Cause

17 PRIME SPONSOR may terminate the SUBGRANT in the following instances
18 by giving written notice to the SUBGRANTEE at least five (5) days
19 prior to the effective termination date stated in the notice:

- 20 (1) If through any cause SUBGRANTEE shall fail to fulfill in timely
21 and proper manner its obligations under this Agreement.
22 (2) If SUBGRANTEE shall violate any of the covenants or stipulations
23 of this Agreement.
24 (3) If the grant from the U. S. Department of Labor under which this
25 Agreement is made is terminated.
26 (4) If SUBGRANTEE is unable or unwilling to comply with such ad-
27 ditional conditions as may be lawfully applied by the U. S.
28 Department of Labor to the grant under which this Agreement is

1 made. SUBGRANTEE shall not be relieved of liability to PRIME
2 SPONSOR for damages sustained by PRIME SPONSOR by virtue of any
3 breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may
4 withhold any reimbursement to SUBGRANTEE for the purpose of
5 setoff until such time as the exact amount of damages due PRIME
6 SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

7 (b) Without Cause

8 Either party may terminate this SUBGRANT at any time by giving
9 written notice to the other party of such termination and specifying the
10 effective date thereof, at least 30 days before the effective date
11 of such termination. If the SUBGRANT is terminated
12 as provided herein, SUBGRANTEE will be paid an amount which the same
13 ratio to the total compensation as the service actually performed
14 bears to the total services of SUBGRANTEE covered by this SUBGRANT,
15 less payments of compensation previously made.

16 8. Severability of Provisions

17 If any provisions of this SUBGRANT are held invalid, the remainder of this
18 SUBGRANT shall not be affected thereby, if such remainder would then
19 continue to conform to terms and requirements of applicable law.

20 9. Exculpatory Clause

21 SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its
22 officers, employees and agents from and against all claims, losses,
23 liabilities, or damages, including attorney fees, arising out of or
24 resulting from the performance of this Agreement, caused in whole or in
25 part by any negligent act or omission of SUBGRANTEE or anyone directly
26 or indirectly employed by SUBGRANTEE, regardless of whether or not it is
27 caused in part by a party indemnified hereunder.

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10. Legal Relationship

- (a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- (b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.
- (c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.
- (d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer

1 under the Federal Insurance Contributions Act, the Federal Unemployment
2 Tax Act, Federal Social Security Acts, the Unemployment Compensation
3 Act, or any other Federal or State laws or acts which in any way
4 affect or relate to the relationship of employer and employee, and
5 shall be liable for any Social Security, Unemployment Compensation
6 or other taxes or penalties arising or levied by reason of the
7 employment of such persons employed by it. PRIME SPONSOR shall not
8 be liable for any worker's compensation or other benefits accruing
9 under any Federal or State law or acts to any persons employed by
10 the said SUBGRANTEE under this Agreement, but such liability, if
11 any, shall be exclusively that of SUBGRANTEE.

12 11. Monthly Report

13 SUBGRANTEE shall be responsible for filing monthly reports with PRIME
14 SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR
15 and shall contain all data and information concerning both quality and
16 quantity of program performance required by PRIME SPONSOR. Each report
17 shall set forth the extent to which the Program Performance Goals have
18 been met and shall explain in detail the reasons any such plans have not
19 been met. Each report shall set forth the extent expenditures exceed a
20 prorata portion of the entire budget category for the term of this program
21 and shall explain in detail the reasons for such excess.

22 12. Procedures for Corrective Action

- 23 (a) Whenever the County Administrative Officer of PRIME SPONSOR determines
24 in the manner set forth herein that SUBGRANTEE has failed to comply
25 with any provision of this SUBGRANT, the County Administrative Officer
26 may order corrective action.
- 27 (b) Before making such an order, the County Administrative Office or
28 his designee shall give SUBGRANTEE ten (10) days' written notice

1 setting forth the nature of SUBGRANTEE'S noncompliance and a procedure
2 whereby SUBGRANTEE and its officers or responsible employees may
3 have an opportunity to meet with the County Administrative Office or
4 PRIME SPONSOR or his designee for the purposes of considering the
5 need for and nature of corrective action.

6 (c) An order for corrective action shall be in writing and shall set
7 forth specific directions for corrective action and a detailed
8 timetable for implementing the specific directions for reporting to
9 PRIME SPONSOR as to implementation. The order shall be served on
10 SUBGRANTEE.

11 (d) If SUBGRANTEE shall fail to implement an order for corrective action,
12 or if it shall fail to do so within the timetable set for implementation,
13 the County Administrative Officer of the PRIME SPONSOR may recommend
14 that the Governing Body suspend payments hereunder or terminate this
15 SUBGRANT.

16 (e) If SUBGRANTEE shall fail to comply with the administrative requirements
17 of this SUBGRANT, such as those requiring the timely submission of
18 all periodic reports, and if such failure shall not be suggestive of
19 other apparent misfeasance, malfeasance, or nonfeasance, the County
20 Administrative Officer shall be empowered, without consultation with
21 the Governing Body, to suspend or delay any and all payments under
22 this SUBGRANT until such failure is rectified.

23 13. Property

24 (a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall
25 be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall
26 be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-
27 70.102 (a), set forth therein, and as between PRIME SPONSOR and
28 SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor

agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

- (b) The SUBGRANTEE'S Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29-70.215-7 a copy to which is attached hereto and incorporated by this reference.

14. Program Income

- (a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion of PRIME SPONSOR, for a period of two (2) years from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.
- (b) In the case of income generated by projects under YCCIP, SUBGRANTEE may retain this income, at the discretion of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this section shall apply.
- (c) SUBGRANTEE shall make monthly reports on the expenditure of this income on forms approved by PRIME SPONSOR.
- (d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

15. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an

1 agreement or understanding for commission, percentage, brokerage, or
2 contingency fee. For breach or violation of this covenant the PRIME SPONSOR
3 shall have the right to annul this agreement without liability or, at its
4 discretion, to deduct from the compensation or otherwise recover, the full
5 amount of such commission, percentage, brokerage, or contingency fee.

6 16. Laws

7 SUBGRANTEE shall comply with all the applicable laws, decisions, statutes,
8 regulations and ordinances of the United States, the State of California,
9 and local governments, and as they are amended during the term of this
10 agreement.

11 17. Copyrights and Rights in Data

12 Where activities supported by this SUBGRANT produce original computer
13 programs, writing sound recordings, pictorial reproductions, drawings or
14 other graphical representation and works of any similar nature (the term
15 computer programs includes executable computer programs and supporting
16 data in any form), PRIME SPONSOR and/or the Department of Labor reserve
17 the right to use, duplicate, and disclose the same, in whole or in part,
18 in any manner for any purpose whatsoever, and to authorize others to do so.
19 If any material described in the previous sentence is subject to copyright,
20 PRIME SPONSOR and/or the Department of Labor reserve the right to copyright
21 such and SUBGRANTEE agrees not to copyright such material. If the material
22 is copyrighted, PRIME SPONSOR and/or the Department of Labor reserve a
23 royalty-free, non-exclusive, and irrevocable license to reproduce, publish,
24 and use such materials, in the whole or in part, and to authorize others
25 to do so.

26 18. Publication

27 Before publishing any materials produced by activities supported by this
28 agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance

of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial preface or introduction to these materials as published contain the following:

- (a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from the YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."
- (b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the Department of Labor. YOLO COUNTY and the Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."
- (c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials

1 to be published and resubmit them to PRIME SPONSOR which shall prepare
2 comments on the resubmitted data within thirty (30) days after receipt
3 thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE
4 shall determine whether or not to accept or adopt any of the comments on
5 the revised materials as resubmitted to PRIME SPONSOR and shall advise
6 PRIME SPONSOR of this determination within fifteen (15) days after receipt
7 of the comments of PRIME SPONSOR. Thereafter, the materials may be
8 published or revised in accordance with the procedures set forth above in
9 the publication of materials on which PRIME SPONSOR has submitted its
10 comments to SUBGRANTEE.

11 If PRIME SPONSOR has not submitted its comments on any materials submitted
12 to it within ninety (90) days after PRIME SPONSOR has received any such
13 materials, SUBGRANTEE may proceed to publish the materials in the form
14 in which they have been submitted to PRIME SPONSOR but shall include the
15 credit statement and the disclaimer statement set forth above, but without
16 any further comments.

17 19. Patents

18 If any discovery or invention arises or is developed in the course of or
19 as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer
20 the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees
21 that determination of rights to inventions or discoveries made under this
22 agreement shall be made by the Department of Labor, or its duly authorized
23 representatives, who shall have the sole and exclusive powers to determine
24 whether or not and where a patent application should be filed and to
25 determine the disposition of all rights in such inventions or discoveries,
26 including title to and license rights under any patent application or
27 patent which may issue thereon. The determination of DOL, or its duly
28 authorized representative, shall be accepted as final. SUBGRANTEE agrees

1 and otherwise recognizes that PRIME SPONSOR and/or The Department of Labor
2 shall acquire at least an irrevocable, non-exclusive, and royalty-free
3 license to practice and have practiced throughout the world for governmental
4 purposes any invention made in the course of or under this Agreement.

5 20. Personnel

- 6 (a) SUBGRANTEE represents that he has, or will secure at his own expense,
7 all personnel required in performing the services under this SUBGRANT.
8 Such personnel shall not be employees of or have any contractual
9 relationship with PRIME SPONSOR.
- 10 (b) All of the services hereunder will be performed by SUBGRANTEE or under
11 his/her supervision, and all personnel engaged in the work shall be
12 fully qualified and shall be authorized under State and local law to
13 perform such services.
- 14 (c) None of the work or services covered by this SUBGRANT shall be
15 subcontracted without the prior written approval of PRIME SPONSOR.
- 16 (d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of
17 an employee in anticipation of hiring an individual with funds
18 available under Titles II-D or VI. In addition, no participant shall
19 be used to fill positions or provide services normally provided by
20 temporary, part-time, or seasonal workers or contracted out, or to
21 fill full-time vacancies. SUBGRANTEE shall not hire any person into
22 any job funded under Titles II-D and VI when any other person is on
23 lay-off from the same or any substantially equivalent job.
- 24 (e) SUBGRANTEE represents that it has or will establish objective
25 personnel policies and practices for recruitment, selection, promotion,
26 classification, compensation, and performance evaluation that are
27 reflective of the Intergovernment Personnel Act Merit Principles.

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1 21. Assignments

2 Without the written consent of PRIME SPONSOR, this SUBGRANT is not
3 assignable by SUBGRANTEE either in whole or in part.

4 22. Alterations

5 No alteration or variation of the terms of this SUBGRANT shall be valid
6 unless made in writing and signed by the parties hereto.

7 23. Waiver

8 The waiver by PRIME SPONSOR of any default, breach or condition shall not
9 be construed as a waiver on the part of the PRIME SPONSOR of any other
10 default, breach or condition, or any other right hereunder.

11 24. Successors

12 This SUBGRANTEE shall bind and insure to the successors in interest of
13 PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been
14 expressly named herein.

15 25. Clean Air Act of 1970

16 If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees
17 to comply with all applicable standards, orders, or regulations issued
18 pursuant to the Clean Air Act or 1970.

19 26. Nepotism

20 Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause
21 or allow to be hired, a person into an administrative capacity, staff posi-
22 tion or public service employment position funded under CETA, if a member of
23 his or her immediate family is employed in an administrative capacity for
24 the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a
25 state or local statute regarding nepotism exists which is more restrictive

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1 than the above policy, the eligible applicant should follow the State or
2 local statute in lieu of the above policy.

3 (a) The term "member of the immediate family" includes: wife, husband, son,
4 daughter, mother, father, brother, brother-in-law, sister, sister-in-law,
5 son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle,
6 niece, nephew, step-parent, and step-child.

7 (b) The term "administrative capacity" includes those persons who have over-
8 all administrative responsibility for a program, including all elected and
9 appointed officials who have any responsibility for the obtaining of and/or
10 approval of any grant funded under the Act, such as members of the PRIME
11 SPONSOR Planning Council, or Private Industry Planning Council, who are not
12 economically disadvantaged, other officials who have influence or control
13 over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

14 (c) The term "staff position" includes all CETA staff positions funded
15 under the Act, such as instructors, counselors and other staff involved in
16 administrative, training or service activities.

17 27. Non-Discrimination

18 SUBGRANTEE shall comply with the requirements of 20CFR § 676.52 regarding
19 nondiscrimination.

20 28. Federal Aid

21 It is understood by the parties hereto that neither this Agreement nor any
22 Agreement pursuant hereto shall obligate the federal government to enter into
23 any Agreement with SUBGRANTEE or any other entity for federal financial
24 assistance in connection with this Agreement; or for the planning or under-
25 taking of any work element not included in this Agreement. Any such agree-
26 ment will be entered into at the sole discretion of the federal government.

27 29. Fidelity Bond

28 Prior to any disbursement of funds to SUBGRANTEE for any purpose other than

1 for premium for fidelity bonds, PRIME SPONSOR shall receive a statement from
2 SUBGRANTEE'S insurer certifying to PRIME SPONSOR that all personnel of SUB-
3 GRANTEE handling funds received from PRIME SPONSOR for disbursement under this
4 Agreement are covered by a fidelity bond in an amount and manner consistent
5 with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled
6 or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that
7 event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE
8 until the coverage initially approved by PRIME SPONSOR has been reinstated,
9 or equivalent coverage has been obtained.

10 30. Insurance

11 (a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall
12 maintain in full force and effect a policy of public liability insurance with
13 minimum coverages in an amount satisfactory to PRIME SPONSOR. If PRIME
14 SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an
15 additional insured on said policy and shall obtain a waiver of the insurer's
16 right of subrogation against PRIME SPONSOR.

17 (b) Worker's Compensation. During the term of this SUBGRANT, SUBGRANTEE
18 shall comply fully with the terms of the law of California concerning worker's
19 compensation. Said compliance shall include, but not be limited to, main-
20 taining in full force and effect one or more policies of insurance insuring
21 against any liability SUBGRANTEE may have for worker's compensation.

22 31. Entire Agreement Modifications

23 This Agreement constitutes the entire agreement between the parties hereto
24 for services furnished pursuant to this Agreement. This Agreement may be
25 modified, altered, or revised only upon the written consent of both parties
26 hereto.

27 32. Notices

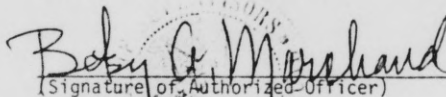
28 All notices to be given SUBGRANTEE may be given by deposit in the United

1 forth on the Signature Sheet. WHEREFORE, the parties have executed this
2 SUBGRANT NO. 79-370.

3 33. Federal Regulations

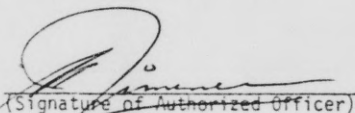
4 The Comprehensive Employment and Training Act Regulations, 20 CFR Parts
5 675, 676, 677, 678, and 679, and 41 CFR Part 29-70 are attached hereto
6 and incorporated into this SUBGRANT.

7 COUNTY OF YOLO, PRIME SPONSOR

8 
9 (Signature of Authorized Officer)

10
11 Chairman, Yolo County
12 Board of Supervisors
13 (Title of Authorized Officer)

14
15 State of California CETA Office
16 (Legal Name of SUBGRANTEE)

17 
18 (Signature of Authorized Officer)

19
20 L. L. Jimenez
21 Mgr., Grants Sec.
22 State CETA Office
23 (Title of Authorized Officer)

24
25 JAN 21 1980 19
26 (Date)

27 /////

28 /////

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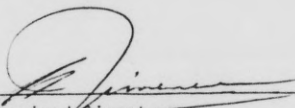
/////

FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 41 CFR, Part 29-70 are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

State of California
State CETA Office/Grants Section
Name of Subgrantee



Authorized Signature
L. L. Jimenez
Asst., Grants Sec.
State CETA Office

JAN 21 1980

Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
 - a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder; and
 - b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.
2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.
3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
 - a. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
 - b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
 - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.
 - d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).
 - e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).
 - f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7)).
 - g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).
 - h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

1. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).
- j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.
- k. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.
- l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).
- n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20 CFR 677.13(c)(3)).
- o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).
- p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

- q. For programs of public service employment under CETA, no jobs will be created in promotional line that will interfere in any way upon promotional opportunities of persons currently in jobs not funded under CETA (20 CFR 676.73).
- r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).
- t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).
- u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).
- v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining

agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

- w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).
- x. For each participant employment and training activities funded under Title II of CETA, an Employability Development Plan (EDP) will be developed by the SUBGRANTEE. The Employability Development Plan shall include at least the following: 1) assessment data showing the participant's employability readiness; 2) barriers to employment faced by the participant; 3) specific employment and training needs; 4) specific services and activities to be developed and provided to meet those needs; and 5) an individualized plan for transition from program activities to placement in unsubsidized employment. The EDP shall be reviewed periodically throughout the duration of the participation, and revised accordingly (20 CFR 677.2).
- y. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).
- z. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

State of California CETA Office
(Legal Name of SUBGRANTEE)

JAN 21 1980
19
(Date)

(Signature of Authorized Officer)

L. L. Jimenez
Grants Sec.

(Title of Authorized Officer)

CETA TITLE II-D OPERATING BUDGET

☒ ORIGINAL ☐ REVISION NO. _____DATE September 5, 1979

Subgrantee Name and Address:

Contact Person Donald Parks

State CETA Office - Dept. of Mental Health

Phone 445-1682

Contract No. _____

2260 Pk. Towne Circle

Period: From 10-1-79 To 9-30-80

Sacramento, CA 95825

Program Name _____

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.			5,488					5,488
NOV.			5,488					5,488
DEC.			5,488					5,488
JAN.			5,488					5,488
FEB.			5,488					5,488
MAR.			5,488					5,488
APR.			5,488					5,488
MAY			5,488					5,488
JUNE			5,488					5,488
JULY			5,488					5,488
AUG.			5,488					5,488
SEPT.			5,488					5,488
TOTAL			65,856					65,856

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.			4,792	696			5,488
NOV.			4,792	696			5,488
DEC.			4,792	696			5,488
JAN.			4,792	696			5,488
FEB.			4,792	696			5,488
MAR.			4,792	696			5,488
APR.			4,792	696			5,488
MAY			4,792	696			5,488
JUNE			4,792	696			5,488
JULY			4,792	696			5,488
AUG.			4,792	696			5,488
SEPT.			4,792	696			5,488
TOTAL			57,504	8,352			65,856

CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Mar. J. Jimenez
Mar., Grants Sec.
State CETA Office

For CETA Approval Only:

Name and Title of Authorized Official

Accountant

9-10-79
Date

Signature

JAN 21 1980

Date

Principal Administrative Analyst

Date

Position Listing

Title II-D

State CETA Office - Dept. of Mental Health

<u>Position</u>	<u>Salary</u> <u>10-1-79 to</u>	<u>Benefits</u> <u>9-30-80</u>	<u>Total</u>
8 Assistant Clerk 12 mo. @ 599/87	\$57,504	\$8,352	\$65,856
<u>8</u>	<u>\$57,504</u>	<u>\$8,352</u>	<u>\$65,856</u>

BK.

Subgrant Signature Sheet

Title 110 PSEAgreement/
Subgrant No. **79-371**

Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of California

Subgrantee
Yolo Alcoholic Recovery Center, Inc.

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and the Yolo Alcoholic Recovery Center, Inc. hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

FILED

Program : Yolo Alcoholic Recovery Center Inc.

OCT 16 1979

Mailing Address : Route 2, Box 307

PETER McNAMEE, Clerk

By Peter McNamee
Deputy

City : Woodland, CA 95695

Phone: 662-5727

Program Director: Richard L. Powell

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the Assurances and Certifications.

The term of the SUBGRANT shall begin on October 1, 1979.The term of the SUBGRANT shall end on September 30, 1980.The total amount of the SUBGRANT is \$16,128.

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

Richard L. Powell

By Signature

Betsy A. Marchand

Name and Title

Date

RICHARD L. POWELL
PRESIDENT BOARD OF DIRECTORS
Yolo ALCOHOLIC RECOVERY CENTER

Name and Title

Date

BETSY A. MARCHAND, Chairman
Yolo County Board of Supervisors

OCT 2 - 1979

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of October, 1979, by and between the County of Yolo, a political subdivision, hereinafter called PRIME SPONSOR or County, and the Yolo Alcoholic Recovery Center hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

- (a) Compliance with plans and assurances.
- (b) Compliance with Part 676 of the Regulations.
- (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
- (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).
- (e) Advising all participants of their rights and responsibilities prior

to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR §676.83 and 676.84; and

(f) Making maximum efforts to achieve the provision of the plan.

2. The Yolo Alcoholic REcovery Center Inc. is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679
- (d) Code of Federal Regulations - 41 CFR Part 29-70
- (e) Assurances and Certifications
- (f) Operating Budget
- (g) Position Listing
- (h)
- (i)
- (j)
- (k)
- (l)
- (m)
- (n)
- (o)
- (p)
- (q)

1 2. Program

2 SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME
3 SPONSOR perform the services described in the attachments listed above
4 under Subgrant which are subject to all the terms, conditions, and
5 assurances of this SUBGRANT.

6 3. Term

7 The term of this SUBGRANT shall begin October 1, 1979,
8 and shall end September 30, 1980, as set forth on the
9 Signature Sheet. Grant funds may not, without advance written approval by
10 PRIME SPONSOR, be obligated before the beginning of the term or after the
11 ending of the term.

12 4. Payment

13 PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs
14 incurred in the performance of this contract in accordance with the following:

15 (a) Total Reimbursement shall not exceed the amount of \$ 16,128,
16 as set forth on Signature Sheet.

17 (b) Payment of costs incurred in the performance of this contract shall be
18 paid on the basis of an approved monthly claim as follows:

19 (1) Within ten (10) days following the completion of each calendar
20 month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing
21 all expenditures made pursuant to this SUBGRANT during the
22 preceding month.

23 (2) The County Administrative Officer of PRIME SPONSOR, or his de-
24 signee, shall review that claim, may review the records, books of
25 account, trial balance and vouchers of SUBGRANTEE, and shall
26 approve the claim to the extent that SUBGRANTEE has incurred
27 reasonable and necessary costs pursuant to this subgrant,
28 including the Budget Schedules attached hereto.

1 (3) To the extent permitted by the federal government, the County
2 Administrative Officer or his designee may approve an advance of
3 working capital to SUBGRANTEE. Each advance of working capital
4 may be made only upon application in writing by SUBGRANTEE. Each
5 approval shall be in writing and shall set forth the terms for
6 repayment. Repayment shall be offset against amounts payable
7 on monthly claims. The terms of repayment may be modified by
8 written order of the County Administrative Officer or his designee.
9 Upon termination of this subgrant any unpaid advances shall be
10 offset against any remaining payments to SUBGRANTEE. Any advances
11 exceeding remaining payments shall be repaid to PRIME SPONSOR
12 immediately.

13 (c) Reasonable and necessary costs shall be determined by PRIME SPONSOR
14 in accordance with the requirements of the United States Department of
15 Labor regulations and the United States General Services Administration
16 Federal Management Circular 74-4, United States Office of Management
17 and Budget Circular A-102, and any additional requirements or procedures
18 established by PRIME SPONSOR.

19 (d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME
20 SPONSOR has made applications to the United States Department of Labor
21 for a grant of funds under the Comprehensive Employment and Training
22 Act of 1973, as amended, for the purpose of funding services under this
23 contract and that PRIME SPONSOR is not obligated to provide funds to
24 SUBGRANTEE and SUBGRANTEE is not obligated to provide services under
25 the contract until such funds are made available to PRIME SPONSOR by
26 the Department of Labor.

27 (e) Approved claims shall be paid only from funds granted to PRIME SPONSOR
28 by the Department of Labor.

1 5. Records, Audits, Inspection

2 (a) Establishment and Maintenance of Records

3 The SUBGRANTEE shall maintain records, including but not limited to
4 books, financial records, supporting documents, statistical records,
5 personnel, property, participant, and all other pertinent records
6 sufficient to reflect properly, (a) all direct and indirect costs of
7 whatsoever nature claimed to have been incurred and anticipated to
8 be incurred to perform this contract, and (b) all other matters
9 covered by this SUBGRANT for which the maintenance and retention of
10 records is required by law, including but not limited to U. S. GSA
11 Federal Management Circular 74-4, and regulations of the U. S.
12 Department of Labor, including but not limited to 20 CFR §676.35 and
13 41 CFR §29-70.203. The obligation to maintain and preserve records
14 shall not be diminished by any instructions or advice given by PRIME
15 SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to
16 PRIME SPONSOR.

17 (b) Preservation of Records

18 SUBGRANTEE shall preserve and make available its records related to
19 this SUBGRANT (a) until the expiration of three (3) years from the
20 date of final payment to SUBGRANTEE under this SUBGRANT except that
21 records relating to participants' participation in a CETA program
22 shall be maintained for each participant for a period of five (5)
23 years from the date of enrollment into the program.

24 If, prior to the expiration of the required retention period, any
25 litigation or audit is begun or a claim is instituted involving
26 the records, SUBGRANTEE shall retain the records beyond the
27 retention period until the litigation, audit findings, or claim
28 has been finally resolved.

1 (c) Accounting by SUBGRANTEE

2 SUBGRANTEE shall establish and maintain at all times, on a current
3 basis in conjunction with the Program, an adequate accrual system of
4 accounting covering all costs, items and expenditures with respect
5 to the Program, in accordance with generally accepted accounting
6 principles and standards, and in accordance with requirements of the
7 federal government and any PRIME SPONSOR requirements as set forth
8 in the "Subgrantees' Fiscal Activities Manual."

9 (d) Examination of Records and Facilities

10 At any time during normal business hours, PRIME SPONSOR or duly
11 authorized representative thereof, shall until expiration of three
12 (3) years after final payment under this SUBGRANT, or any longer
13 period as required by applicable law, have access to and the right
14 to examine its offices, and facilities engaged in performance of this
15 SUBGRANT and all its records with respect to all matters covered by
16 this SUBGRANT, including the right to audit, examine and make excerpts
17 of transcripts and from such records to make audit of all contracts
18 and subcontracts, invoices, payrolls, records or personnel conditions
19 of employment, material and all other data relating to matters covered
20 by the SUBGRANT.

21 (e) Documentation of Cost

22 All cost shall be supported by properly executed payrolls, time
23 records, invoices, contracts, or vouchers or other official documen-
24 tation evidencing in proper detail the nature and the propriety of the
25 charge. All checks, payrolls, accounting documents, pertaining in
26 whole or part of this contract shall be clearly identified and
27 readily accessible.

28 6. Suspension of Disallowance of Payments

1 PRIME SPONSOR may at any time elect to offset against, suspend, or disallow
2 payment to SUBGRANTEE in whole or part or to demand repayment under this
3 Agreement in the event of any of the following occurrences, to wit:

- 4 (a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation
5 of any nature with respect to any information or data furnished to
6 PRIME SPONSOR in connection with Program.
7 (b) If SUBGRANTEE is in default under any provisions of this agreement.
8 (c) If SUBGRANTEE maintains a pattern of discrimination.
9 (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct
10 of activities and program.
11 (e) If the SUBGRANTEE fails to comply with any other terms and conditions
12 of this SUBGRANT.
13 (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect
14 or incomplete in any material respect.

15 7. Termination of SUBGRANT

16 (a) With Cause

17 PRIME SPONSOR may terminate the SUBGRANT in the following instances
18 by giving written notice to the SUBGRANTEE at least five (5) days
19 prior to the effective termination date stated in the notice:

- 20 (1) If through any cause SUBGRANTEE shall fail to fulfill in timely
21 and proper manner its obligations under this Agreement.
22 (2) If SUBGRANTEE shall violate any of the covenants or stipulations
23 of this Agreement.
24 (3) If the grant from the U. S. Department of Labor under which this
25 Agreement is made is terminated.
26 (4) If SUBGRANTEE is unable or unwilling to comply with such ad-
27 ditional conditions as may be lawfully applied by the U. S.
28 Department of Labor to the grant under which this Agreement is

1 made. SUBGRANTEE shall not be relieved of liability to PRIME
2 SPONSOR for damages sustained by PRIME SPONSOR by virtue of any
3 breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may
4 withhold any reimbursement to SUBGRANTEE for the purpose of
5 setoff until such time as the exact amount of damages due PRIME
6 SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

7 (b) Without Cause

8 Either party may terminate this SUBGRANT at any time by giving
9 written notice to the other party of such termination and specifying the
10 effective date thereof, at least 30 days before the effective date
11 of such termination. If the SUBGRANT is terminated
12 as provided herein, SUBGRANTEE will be paid an amount which the same
13 ratio to the total compensation as the service actually performed
14 bears to the total services of SUBGRANTEE covered by this SUBGRANT,
15 less payments of compensation previously made.

16 8. Severability of Provisions

17 If any provisions of this SUBGRANT are held invalid, the remainder of this
18 SUBGRANT shall not be affected thereby, if such remainder would then
19 continue to conform to terms and requirements of applicable law.

20 9. Exculpatory Clause

21 SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its
22 officers, employees and agents from and against all claims, losses,
23 liabilities, or damages, including attorney fees, arising out of or
24 resulting from the performance of this Agreement, caused in whole or in
25 part by any negligent act or omission of SUBGRANTEE or anyone directly
26 or indirectly employed by SUBGRANTEE, regardless of whether or not it is
27 caused in part by a party indemnified hereunder.

28 //

10. Legal Relationship

- (a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- (b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.
- (c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.
- (d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer

1 under the Federal Insurance Contributions Act, the Federal Unemployment
2 Tax Act, Federal Social Security Acts, the Unemployment Compensation
3 Act, or any other Federal or State laws or acts which in any way
4 affect or relate to the relationship of employer and employee, and
5 shall be liable for any Social Security, Unemployment Compensation
6 or other taxes or penalties arising or levied by reason of the
7 employment of such persons employed by it. PRIME SPONSOR shall not
8 be liable for any worker's compensation or other benefits accruing
9 under any Federal or State law or acts to any persons employed by
10 the said SUBGRANTEE under this Agreement, but such liability, if
11 any, shall be exclusively that of SUBGRANTEE.

12 11. Monthly Report

13 SUBGRANTEE shall be responsible for filing monthly reports with PRIME
14 SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR
15 and shall contain all data and information concerning both quality and
16 quantity of program performance required by PRIME SPONSOR. Each report
17 shall set forth the extent to which the Program Performance Goals have
18 been met and shall explain in detail the reasons any such plans have not
19 been met. Each report shall set forth the extent expenditures exceed a
20 prorata portion of the entire budget category for the term of this program
21 and shall explain in detail the reasons for such excess.

22 12. Procedures for Corrective Action

- 23 (a) Whenever the County Administrative Officer of PRIME SPONSOR determines
24 in the manner set forth herein that SUBGRANTEE has failed to comply
25 with any provision of this SUBGRANT, the County Administrative Officer
26 may order corrective action.
- 27 (b) Before making such an order, the County Administrative Office or
28 his designee shall give SUBGRANTEE ten (10) days' written notice

1 setting forth the nature of SUBGRANTEE'S noncompliance and a procedure
2 whereby SUBGRANTEE and its officers or responsible employees may
3 have an opportunity to meet with the County Administrative Office or
4 PRIME SPONSOR or his designee for the purposes of considering the
5 need for and nature of corrective action.

- 6 (c) An order for corrective action shall be in writing and shall set
7 forth specific directions for corrective action and a detailed
8 timetable for implementing the specific directions for reporting to
9 PRIME SPONSOR as to implementation. The order shall be served on
10 SUBGRANTEE.
- 11 (d) If SUBGRANTEE shall fail to implement an order for corrective action,
12 or if it shall fail to do so within the timetable set for implementation,
13 the County Administrative Officer of the PRIME SPONSOR may recommend
14 that the Governing Body suspend payments hereunder or terminate this
15 SUBGRANT.
- 16 (e) If SUBGRANTEE shall fail to comply with the administrative requirements
17 of this SUBGRANT, such as those requiring the timely submission of
18 all periodic reports, and if such failure shall not be suggestive of
19 other apparent misfeasance, malfeasance, or nonfeasance, the County
20 Administrative Officer shall be empowered, without consultation with
21 the Governing Body, to suspend or delay any and all payments under
22 this SUBGRANT until such failure is rectified.

23 13. Property

- 24 (a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall
25 be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall
26 be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-
27 70.102 (a), set forth therein, and as between PRIME SPONSOR and
28 SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor

agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

- (b) The SUBGRANTEE'S Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29-70.215-7 a copy to which is attached hereto and incorporated by this reference.

14. Program Income

- (a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion of PRIME SPONSOR, for a period of two (2) years from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.
- (b) In the case of income generated by projects under YCCIP, SUBGRANTEE may retain this income, at the discretion of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this section shall apply.
- (c) SUBGRANTEE shall make monthly reports on the expenditure of this income on forms approved by PRIME SPONSOR.
- (d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

15. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an

1 agreement or understanding for commission, percentage, brokerage, or
2 contingency fee. For breach or violation of this covenant the PRIME SPONSOR
3 shall have the right to annul this agreement without liability or, at its
4 discretion, to deduct from the compensation or otherwise recover, the full
5 amount of such commission, percentage, brokerage, or contingency fee.

6 16. Laws

7 SUBGRANTEE shall comply with all the applicable laws, decisions, statutes,
8 regulations and ordinances of the United States, the State of California,
9 and local governments, and as they are amended during the term of this
10 agreement.

11 17. Copyrights and Rights in Data

12 Where activities supported by this SUBGRANT produce original computer
13 programs, writing sound recordings, pictorial reproductions, drawings or
14 other graphical representation and works of any similar nature (the term
15 computer programs includes executable computer programs and supporting
16 data in any form), PRIME SPONSOR and/or the Department of Labor reserve
17 the right to use, duplicate, and disclose the same, in whole or in part,
18 in any manner for any purpose whatsoever, and to authorize others to do so.
19 If any material described in the previous sentence is subject to copyright,
20 PRIME SPONSOR and/or the Department of Labor reserve the right to copyright
21 such and SUBGRANTEE agrees not to copyright such material. If the material
22 is copyrighted, PRIME SPONSOR and/or the Department of Labor reserve a
23 royalty-free, non-exclusive, and irrevocable license to reproduce, publish,
24 and use such materials, in the whole or in part, and to authorize others
25 to do so.

26 18. Publication

27 Before publishing any materials produced by activities supported by this
28 agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance

of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial preface or introduction to these materials as published contain the following:

- (a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from the YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."
- (b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the Department of Labor. YOLO COUNTY and the Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."
- (c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials

1 to be published and resubmit them to PRIME SPONSOR which shall prepare
2 comments on the resubmitted data within thirty (30) days after receipt
3 thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE
4 shall determine whether or not to accept or adopt any of the comments on
5 the revised materials as resubmitted to PRIME SPONSOR and shall advise
6 PRIME SPONSOR of this determination within fifteen (15) days after receipt
7 of the comments of PRIME SPONSOR. Thereafter, the materials may be
8 published or revised in accordance with the procedures set forth above in
9 the publication of materials on which PRIME SPONSOR has submitted its
10 comments to SUBGRANTEE.

11 If PRIME SPONSOR has not submitted its comments on any materials submitted
12 to it within ninety (90) days after PRIME SPONSOR has received any such
13 materials, SUBGRANTEE may proceed to publish the materials in the form
14 in which they have been submitted to PRIME SPONSOR but shall include the
15 credit statement and the disclaimer statement set forth above, but without
16 any further comments.

17 19. Patents

18 If any discovery or invention arises or is developed in the course of or
19 as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer
20 the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees
21 that determination of rights to inventions or discoveries made under this
22 agreement shall be made by the Department of Labor, or its duly authorized
23 representatives, who shall have the sole and exclusive powers to determine
24 whether or not and where a patent application should be filed and to
25 determine the disposition of all rights in such inventions or discoveries,
26 including title to and license rights under any patent application or
27 patent which may issue thereon. The determination of DOL, or its duly
28 authorized representative, shall be accepted as final. SUBGRANTEE agrees

1 and otherwise recognizes that PRIME SPONSOR and/or The Department of Labor
2 shall acquire at least an irrevocable, non-exclusive, and royalty-free
3 license to practice and have practiced throughout the world for governmental
4 purposes any invention made in the course of or under this Agreement.

5 20. Personnel

- 6 (a) SUBGRANTEE represents that he has, or will secure at his own expense,
7 all personnel required in performing the services under this SUBGRANT.
8 Such personnel shall not be employees of or have any contractual
9 relationship with PRIME SPONSOR.
- 10 (b) All of the services hereunder will be performed by SUBGRANTEE or under
11 his/her supervision, and all personnel engaged in the work shall be
12 fully qualified and shall be authorized under State and local law to
13 perform such services.
- 14 (c) None of the work or services covered by this SUBGRANT shall be
15 subcontracted without the prior written approval of PRIME SPONSOR.
- 16 (d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of
17 an employee in anticipation of hiring an individual with funds
18 available under Titles II-D or VI. In addition, no participant shall
19 be used to fill positions or provide services normally provided by
20 temporary, part-time, or seasonal workers or contracted out, or to
21 fill full-time vacancies. SUBGRANTEE shall not hire any person into
22 any job funded under Titles II-D and VI when any other person is on
23 lay-off from the same or any substantially equivalent job.
- 24 (e) SUBGRANTEE represents that it has or will establish objective
25 personnel policies and practices for recruitment, selection, promotion,
26 classification, compensation, and performance evaluation that are
27 reflective of the Intergovernment Personnel Act Merit Principles.

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21. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

22. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

23. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any other default, breach or condition, or any other right hereunder.

24. Successors

This SUBGRANTEE shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

25. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

26. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state or local statute regarding nepotism exists which is more restrictive

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1 than the above policy, the eligible applicant should follow the State or
2 local statute in lieu of the above policy.

3 (a) The term "member of the immediate family" includes: wife, husband, son,
4 daughter, mother, father, brother, brother-in-law, sister, sister-in-law,
5 son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle,
6 niece, nephew, step-parent, and step-child.

7 (b) The term "administrative capacity" includes those persons who have over-
8 all administrative responsibility for a program, including all elected and
9 appointed officials who have any responsibility for the obtaining of and/or
10 approval of any grant funded under the Act, such as members of the PRIME
11 SPONSOR Planning Council, or Private Industry Planning Council, who are not
12 economically disadvantaged, other officials who have influence or control
13 over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

14 (c) The term "staff position" includes all CETA staff positions funded
15 under the Act, such as instructors, counselors and other staff involved in
16 administrative, training or service activities.

17 27. Non-Discrimination

18 SUBGRANTEE shall comply with the requirements of 20CFR § 676.52 regarding
19 nondiscrimination.

20 28. Federal Aid

21 It is understood by the parties hereto that neither this Agreement nor any
22 Agreement pursuant hereto shall obligate the federal government to enter into
23 any Agreement with SUBGRANTEE or any other entity for federal financial
24 assistance in connection with this Agreement; or for the planning or under-
25 taking of any work element not included in this Agreement. Any such agree-
26 ment will be entered into at the sole discretion of the federal government.

27 29. Fidelity Bond

28 Prior to any disbursement of funds to SUBGRANTEE for any purpose other than

1 for premium for fidelity bonds, PRIME SPONSOR shall receive a statement from
2 SUBGRANTEE'S insurer certifying to PRIME SPONSOR that all personnel of SUB-
3 GRANTEE handling funds received from PRIME SPONSOR for disbursement under this
4 Agreement are covered by a fidelity bond in an amount and manner consistent
5 with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled
6 or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that
7 event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE
8 until the coverage initially approved by PRIME SPONSOR has been reinstated,
9 or equivalent coverage has been obtained.

10 30. Insurance

11 (a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall
12 maintain in full force and effect a policy of public liability insurance with
13 minimum coverages in an amount satisfactory to PRIME SPONSOR. If PRIME
14 SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an
15 additional insured on said policy and shall obtain a waiver of the insurer's
16 right of subrogation against PRIME SPONSOR.

17 (b) Worker's Compensation. During the term of this SUBGRANT, SUBGRANTEE
18 shall comply fully with the terms of the law of California concerning worker's
19 compensation. Said compliance shall include, but not be limited to, main-
20 taining in full force and effect one or more policies of insurance insuring
21 against any liability SUBGRANTEE may have for worker's compensation.

22 31. Entire Agreement Modifications

23 This Agreement constitutes the entire agreement between the parties hereto
24 for services furnished pursuant to this Agreement. This Agreement may be
25 modified, altered, or revised only upon the written consent of both parties
26 hereto.

27 32. Notices

28 All notices to be given SUBGRANTEE may be given by deposit in the United

1 States mail, postage prepaid, addressed to SUBGRANTEE at the address set
2 forth on the Signature Sheet. WHEREFORE, the parties have executed this
3 SUBGRANT No. 79-371.

4 33. Federal Regulations

5 The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675,
6 676, 677, 678, and 679, and 41 CFR Part 29-70 are attached hereto and in-
7 corporated into this SUBGRANT.

8 COUNTY OF YOLO, PRIME SPONSOR

9 *Ruby C. Marshall*
10 (Signature of Authorized Officer)

11 Chairman, Yolo County
12 Board of Supervisors

13 (Title of Authorized Officer)

14 Yolo Alcoholic Recovery Center Inc.

15 (Legal Name of SUBGRANTEE)

16
17 *Richard L. Duwell*
18 (Signature of Authorized Officer)

19
20
21 10/10
22 (Date)

19 79

23 PRESIDENT BOARD OF DIRECTORS
24 (Title of Authorized Officer)

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ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
 - a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder; and
 - b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.
2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.
3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
 - a. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
 - b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
 - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.
 - d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).
 - e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).
 - f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7)).
 - g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).
 - h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

1. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).
- j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.
- k. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.
1. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeshipable occupations (20 CFR 676.23(i)).
- n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20 CFR 677.13(c)(3)).
- o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).
- p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

- q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of persons currently in jobs not funded under CETA (20 CFR 676.73).
- r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).
- t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).
- u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).
- v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining

agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

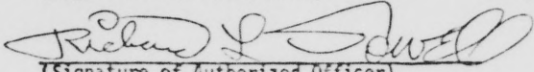
- w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).
- x. For each participant employment and training activities funded under Title II of CETA, an Employability Development Plan (EDP) will be developed by the SUBGRANTEE. The Employability Development Plan shall include at least the following: 1) assessment data showing the participant's employability readiness; 2) barriers to employment faced by the participant; 3) specific employment and training needs; 4) specific services and activities to be developed and provided to meet those needs; and 5) an individualized plan for transition from program activities to placement in unsubsidized employment. The EDP shall be reviewed periodically throughout the duration of the participation, and revised accordingly (20 CFR 677.2).
- y. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).
- z. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

Yolo Alcoholic Recovery Center Inc.
(Legal Name of SUBGRANTEE)

10/10
(Date)

19 79


(Signature of Authorized Officer)

PRESIDENT BOARD OF DIRECTORS
(Title of Authorized Officer)

FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 41 CFR, Part 29-70 are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

YOLO ALCOHOLIC RECOVERY CENTER INC

Name of Subgrantee

Richene L. Dowell

Authorized Signature

10/10/79

Date

YOLCO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
Room 102, Yolo County Courthouse, Woodland, California 95695

CETA TITLE II-D OPERATING BUDGET

☒ ORIGINAL ☐ REVISION NO. _____

DATE September 4, 1979

Subgrantee Name and Address:

Contact Person S. Driver

Yolo Alcoholic Recovery Center, Inc.

Phone 662-5727

Contract No. _____

Route 2, Box 307

Period: From 10-1-79

To 9-30-80

Woodland, CA 95695

Program Name _____

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.			1,328					1,328
NOV.			1,328					1,328
DEC.			1,328					1,328
JAN.			1,328					1,328
FEB.			1,328					1,328
MAR.			1,328					1,328
APR.			1,328					1,328
MAY			1,328					1,328
JUNE			1,328					1,328
JULY			1,328					1,328
AUG.			1,424					1,424
SEPT.			1,424					1,424
TOTAL			16,128					16,128

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.			1,226	102			1,328
NOV.			1,226	102			1,328
DEC.			1,226	102			1,328
JAN.			1,226	102			1,328
FEB.			1,226	102			1,328
MAR.			1,226	102			1,328
APR.			1,226	102			1,328
MAY			1,226	102			1,328
JUNE			1,226	102			1,328
JULY			1,226	102			1,328
AUG.			1,310	114			1,424
SEPT.			1,310	114			1,424
TOTAL			14,880	1,248			16,128

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

PRESIDENT

For CETA Approval Only:

Richard L. Powell BOARD OF DIRECTORS

Name and Title of Authorized Official

Jack A. Boyer
Accountant

9-6-79
Date

Signature

Date

Richard L. Powell 10/10/79
Principal Administrative Analyst

9-28-79
Date

Position Listing

Title II-D

Yolo Alcoholic Recovery Center, Inc.

<u>Position</u>	<u>Salary</u> <u>10-1-79 to</u>	<u>Benefits</u> <u>9-30-80</u>	<u>Total</u>
1 Cook I Trainee 12 mo. @ 620/52	\$ 7,440	\$ 624	\$ 8,064
1 Typist Clerk I 12 mo. @ 620/52	7,440	624	8,064
2	\$14,880	\$1,248	\$16,128

BK.

Subgrant Signature Sheet

Title II D PSEAgreement/ 79-372
Subgrant No.Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of CaliforniaSubgrantee
State of California CETA Office

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and
The State of California CETA Office hereinafter referred
to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive
Employment and Training Program in accordance with the provisions of the agreement.

Program : State of California CETA Office for Office of
Statewide Health Planning and Development

Mailing Address : ~~7100 Street~~ 722 Capital Mall

City : Sacramento, CA 95814

Phone: ~~322-8982~~ 322-7751

Program Director: Cynde Jackson

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment
and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of
the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and
conditions set forth therein including the Assurances and Certifications.

The term of the SUBGRANT shall begin on October 1, 1979

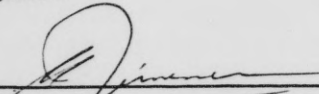
The term of the SUBGRANT shall end on September 30, 1980

The total amount of the SUBGRANT is \$8,232

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature



Name and Title

Date

L. L. Jimenez
Manager, Grants Section

JAN 21 1980

By Signature



Name and Title

Date

Betsy A. Marchand, Chairman OCT 2 - 1979
Yolo County Board of Supervisors

Type Name and Title of Authorized Officer

FILED

FEB - 4 1980

PETER McNAMEE, Clerk

By Peter McNamee
Deputy

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of October, 1979,
by and between the County of Yolo, a political subdivision, hereinafter called
PRIME SPONSOR or County, and the The State of California
CETA Office hereinafter called SUBGRANTEE.

WITNESSETH:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 676 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
 - (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).
 - (e) Advising all participants of their rights and responsibilities prior

to entering the program and granting the opportunity to resolve
grievances as provided in 20 CFR §676.83 and 676.84; and

(f) Making maximum efforts to achieve the provision of the plan.

2. The State of California CETA Office is by virtue
of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction
of County, and desires to operate a program strictly in accordance with that
statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between
PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679
- (d) Code of Federal Regulations - 41 CFR Part 29-70
- (e) Assurances and Certifications
- (f) Operating Budget
- (g) Position Listing
- (h)
- (i)
- (j)
- (k)
- (l)
- (m)
- (n)
- (o)
- (p)
- (q)

1 2. Program

2 SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME
3 SPONSOR perform the services described in the attachments listed above
4 under Subgrant which are subject to all the terms, conditions, and
5 assurances of this SUBGRANT.

6 3. Term

7 The term of this SUBGRANT shall begin October 1, 1979,
8 and shall end September 30, 1980, as set forth on the
9 Signature Sheet. Grant funds may not, without advance written approval by
10 PRIME SPONSOR, be obligated before the beginning of the term or after the
11 ending of the term.

12 4. Payment

13 PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs
14 incurred in the performance of this contract in accordance with the following:

15 (a) Total Reimbursement shall not exceed the amount of \$ 8,232,
16 as set forth on Signature Sheet.

17 (b) Payment of costs incurred in the performance of this contract shall be
18 paid on the basis of an approved monthly claim as follows:

19 (1) Within ten (10) days following the completion of each calender
20 month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing
21 all expenditures made pursuant to this SUBGRANT during the
22 preceding month.

23 (2) The County Administrative Officer of PRIME SPONSOR, or his de-
24 signee, shall review that claim, may review the records, books of
25 account, trial balance and vouchers of SUBGRANTEE, and shall
26 approve the claim to the extent that SUBGRANTEE has incurred
27 reasonable and necessary costs pursuant to this subgrant,
28 including the Budget Schedules attached hereto.

1 (3) To the extent permitted by the federal government, the County
2 Administrative Officer or his designee may approve an advance of
3 working capital to SUBGRANTEE. Each advance of working capital
4 may be made only upon application in writing by SUBGRANTEE. Each
5 approval shall be in writing and shall set forth the terms for
6 repayment. Repayment shall be offset against amounts payable
7 on monthly claims. The terms of repayment may be modified by
8 written order of the County Administrative Officer or his designee.
9 Upon termination of this subgrant any unpaid advances shall be
10 offset against any remaining payments to SUBGRANTEE. Any advances
11 exceeding remaining payments shall be repaid to PRIME SPONSOR
12 immediately.

13 (c) Reasonable and necessary costs shall be determined by PRIME SPONSOR
14 in accordance with the requirements of the United States Department of
15 Labor regulations and the United States General Services Administration
16 Federal Management Circular 74-4, United States Office of Management
17 and Budget Circular A-102, and any additional requirements or procedures
18 established by PRIME SPONSOR.

19 (d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME
20 SPONSOR has made applications to the United States Department of Labor
21 for a grant of funds under the Comprehensive Employment and Training
22 Act of 1973, as amended, for the purpose of funding services under this
23 contract and that PRIME SPONSOR is not obligated to provide funds to
24 SUBGRANTEE and SUBGRANTEE is not obligated to provide services under
25 the contract until such funds are made available to PRIME SPONSOR by
26 the Department of Labor.

27 (e) Approved claims shall be paid only from funds granted to PRIME SPONSOR
28 by the Department of Labor.

1 5. Records, Audits, Inspection

2 (a) Establishment and Maintenance of Records

3 The SUBGRANTEE shall maintain records, including but not limited to
4 books, financial records, supporting documents, statistical records,
5 personnel, property, participant, and all other pertinent records
6 sufficient to reflect properly, (a) all direct and indirect costs of
7 whatsoever nature claimed to have been incurred and anticipated to
8 be incurred to perform this contract, and (b) all other matters
9 covered by this SUBGRANT for which the maintenance and retention of
10 records is required by law, including but not limited to U. S. GSA
11 Federal Management Circular 74-4, and regulations of the U. S.
12 Department of Labor, including but not limited to 20 CFR §676.35 and
13 41 CFR §29-70.203. The obligation to maintain and preserve records
14 shall not be diminished by any instructions or advice given by PRIME
15 SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to
16 PRIME SPONSOR.

17 (b) Preservation of Records

18 SUBGRANTEE shall preserve and make available its records related to
19 this SUBGRANT (a) until the expiration of three (3) years from the
20 date of final payment to SUBGRANTEE under this SUBGRANT except that
21 records relating to participants' participation in a CETA program
22 shall be maintained for each participant for a period of five (5)
23 years from the date of enrollment into the program.
24 If, prior to the expiration of the required retention period, any
25 litigation or audit is begun or a claim is instituted involving
26 the records, SUBGRANTEE shall retain the records beyond the
27 retention period until the litigation, audit findings, or claim
28 has been finally resolved.

1 (c) Accounting by SUBGRANTEE

2 SUBGRANTEE shall establish and maintain at all times, on a current
3 basis in conjunction with the Program, an adequate accrual system of
4 accounting covering all costs, items and expenditures with respect
5 to the Program, in accordance with generally accepted accounting
6 principles and standards, and in accordance with requirements of the
7 federal government and any PRIME SPONSOR requirements as set forth
8 in the "Subgrantees' Fiscal Activities Manual."

9 (d) Examination of Records and Facilities

10 At any time during normal business hours, PRIME SPONSOR or duly
11 authorized representative thereof, shall until expiration of three
12 (3) years after final payment under this SUBGRANT, or any longer
13 period as required by applicable law, have access to and the right
14 to examine its offices, and facilities engaged in performance of this
15 SUBGRANT and all its records with respect to all matters covered by
16 this SUBGRANT, including the right to audit, examine and make excerpts
17 of transcripts and from such records to make audit of all contracts
18 and subcontracts, invoices, payrolls, records or personnel conditions
19 of employment, material and all other data relating to matters covered
20 by the SUBGRANT.

21 (e) Documentation of Cost

22 All cost shall be supported by properly executed payrolls, time
23 records, invoices, contracts, or vouchers or other official documen-
24 tation evidencing in proper detail the nature and the propriety of the
25 charge. All checks, payrolls, accounting documents, pertaining in
26 whole or part of this contract shall be clearly identified and
27 readily accessible.

28 6. Suspension of Disallowance of Payments

1 PRIME SPONSOR may at any time elect to offset against, suspend, or disallow
2 payment to SUBGRANTEE in whole or part or to demand repayment under this
3 Agreement in the event of any of the following occurrences, to wit:

- 4 (a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation
5 of any nature with respect to any information or data furnished to
6 PRIME SPONSOR in connection with Program.
- 7 (b) If SUBGRANTEE is in default under any provisions of this agreement.
- 8 (c) If SUBGRANTEE maintains a pattern of discrimination.
- 9 (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct
10 of activities and program.
- 11 (e) If the SUBGRANTEE fails to comply with any other terms and conditions
12 of this SUBGRANT.
- 13 (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect
14 or incomplete in any material respect.

15 7. Termination of SUBGRANT

16 (a) With Cause

17 PRIME SPONSOR may terminate the SUBGRANT in the following instances
18 by giving written notice to the SUBGRANTEE at least five (5) days
19 prior to the effective termination date stated in the notice:

- 20 (1) If through any cause SUBGRANTEE shall fail to fulfill in timely
21 and proper manner its obligations under this Agreement.
- 22 (2) If SUBGRANTEE shall violate any of the covenants or stipulations
23 of this Agreement.
- 24 (3) If the grant from the U. S. Department of Labor under which this
25 Agreement is made is terminated.
- 26 (4) If SUBGRANTEE is unable or unwilling to comply with such ad-
27 ditional conditions as may be lawfully applied by the U. S.
28 Department of Labor to the grant under which this Agreement is

1 made. SUBGRANTEE shall not be relieved of liability to PRIME
2 SPONSOR for damages sustained by PRIME SPONSOR by virtue of any
3 breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may
4 withhold any reimbursement to SUBGRANTEE for the purpose of
5 setoff until such time as the exact amount of damages due PRIME
6 SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

7 (b) Without Cause

8 Either party may terminate this SUBGRANT at any time by giving
9 written notice to the other party of such termination and specifying the
10 effective date thereof, at least 30 days before the effective date
11 of such termination. If the SUBGRANT is terminated
12 as provided herein, SUBGRANTEE will be paid an amount which the same
13 ratio to the total compensation as the service actually performed
14 bears to the total services of SUBGRANTEE covered by this SUBGRANT,
15 less payments of compensation previously made.

16 8. Severability of Provisions

17 If any provisions of this SUBGRANT are held invalid, the remainder of this
18 SUBGRANT shall not be affected thereby, if such remainder would then
19 continue to conform to terms and requirements of applicable law.

20 9. Exculpatory Clause

21 SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its
22 officers, employees and agents from and against all claims, losses,
23 liabilities, or damages, including attorney fees, arising out of or
24 resulting from the performance of this Agreement, caused in whole or in
25 part by any negligent act or omission of SUBGRANTEE or anyone directly
26 or indirectly employed by SUBGRANTEE, regardless of whether or not it is
27 caused in part by a party indemnified hereunder.

28 /////

10. Legal Relationship

- (a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- (b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.
- (c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.
- (d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer

1 under the Federal Insurance Contributions Act, the Federal Unemployment
2 Tax Act, Federal Social Security Acts, the Unemployment Compensation
3 Act, or any other Federal or State laws or acts which in any way
4 affect or relate to the relationship of employer and employee, and
5 shall be liable for any Social Security, Unemployment Compensation
6 or other taxes or penalties arising or levied by reason of the
7 employment of such persons employed by it. PRIME SPONSOR shall not
8 be liable for any worker's compensation or other benefits accruing
9 under any Federal or State law or acts to any persons employed by
10 the said SUBGRANTEE under this Agreement, but such liability, if
11 any, shall be exclusively that of SUBGRANTEE.

12 11. Monthly Report

13 SUBGRANTEE shall be responsible for filing monthly reports with PRIME
14 SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR
15 and shall contain all data and information concerning both quality and
16 quantity of program performance required by PRIME SPONSOR. Each report
17 shall set forth the extent to which the Program Performance Goals have
18 been met and shall explain in detail the reasons any such plans have not
19 been met. Each report shall set forth the extent expenditures exceed a
20 prorata portion of the entire budget category for the term of this program
21 and shall explain in detail the reasons for such excess.

22 12. Procedures for Corrective Action

- 23 (a) Whenever the County Administrative Officer of PRIME SPONSOR determines
24 in the manner set forth herein that SUBGRANTEE has failed to comply
25 with any provision of this SUBGRANT, the County Administrative Officer
26 may order corrective action.
- 27 (b) Before making such an order, the County Administrative Office or
28 his designee shall give SUBGRANTEE ten (10) days' written notice

1 setting forth the nature of SUBGRANTEE noncompliance and a procedure
2 whereby SUBGRANTEE and its officers or responsible employees may
3 have an opportunity to meet with the County Administrative Office or
4 PRIME SPONSOR or his designee for the purposes of considering the
5 need for and nature of corrective action.

6 (c) An order for corrective action shall be in writing and shall set
7 forth specific directions for corrective action and a detailed
8 timetable for implementing the specific directions for reporting to
9 PRIME SPONSOR as to implementation. The order shall be served on
10 SUBGRANTEE.

11 (d) If SUBGRANTEE shall fail to implement an order for corrective action,
12 or if it shall fail to do so within the timetable set for implementation,
13 the County Administrative Officer of the PRIME SPONSOR may recommend
14 that the Governing Body suspend payments hereunder or terminate this
15 SUBGRANT.

16 (e) If SUBGRANTEE shall fail to comply with the administrative requirements
17 of this SUBGRANT, such as those requiring the timely submission of
18 all periodic reports, and if such failure shall not be suggestive of
19 other apparent misfeasance, malfeasance, or nonfeasance, the County
20 Administrative Officer shall be empowered, without consultation with
21 the Governing Body, to suspend or delay any and all payments under
22 this SUBGRANT until such failure is rectified.

23 13. Property

24 (a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall
25 be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall
26 be subject to the obligations of "GRANTEE", as defined in 41 CFR 29-
27 70.102 (a), set forth therein, and as between PRIME SPONSOR and
28 SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor

1 agent set forth therein. Generally is expected that grant property
2 will be retained and used throughout its useful life in the grant
3 program for which it was acquired or if that program is terminated, or
4 if the property is no longer needed in the program, in any other similar
5 program of SUBGRANTEE, or PRIME SPONSOR.

- 6 (b) The SUBGRANTEE'S Property Standards of Non-Expendable Personal Property
7 shall comply with 41 CFR §29-70.215-7 a copy to which is attached
8 hereto and incorporated by this reference.

9 14. Program Income

- 10 (a) All income generated as a result of CETA activities may be retained
11 by SUBGRANTEE, at the discretion of PRIME SPONSOR, for a period of
12 two (2) years from the expiration of this SUBGRANT and shall be used
13 by SUBGRANTEE to carry out any CETA activity authorized by this
14 SUBGRANT.
- 15 (b) In the case of income generated by projects under YCCIP, SUBGRANTEE
16 may retain this income, at the discretion of PRIME SPONSOR, for two
17 (2) years after expiration of this SUBGRANT and apply it to the costs
18 of the project. If the project is not continued beyond the expiration
19 date of this SUBGRANT, the conditions in part (a) of this section
20 shall apply.
- 21 (c) SUBGRANTEE shall make monthly reports on the expenditure of this
22 income on forms approved by PRIME SPONSOR.
- 23 (d) Income which remains unexpended beyond the applicable time periods
24 set forth in parts (a) and (b) of this section shall be returned to
25 the PRIME SPONSOR.

26 15. Contingent Fee

27 SUBGRANTEE warrants that no person, selling agency or other organization
28 has been employed or retained to solicit or secure this agreement upon an

1 agreement or understanding for commission, percentage, brokerage, or
2 contingency fee. For breach or violation of this covenant the PRIME SPONSOR
3 shall have the right to annul this agreement without liability or, at its
4 discretion, to deduct from the compensation or otherwise recover, the full
5 amount of such commission, percentage, brokerage, or contingency fee.

6 16. Laws

7 SUBGRANTEE shall comply with all the applicable laws, decisions, statutes,
8 regulations and ordinances of the United States, the State of California,
9 and local governments, and as they are amended during the term of this
10 agreement.

11 17. Copyrights and Rights in Data

12 Where activities supported by this SUBGRANT produce original computer
13 programs, writing sound recordings, pictorial reproductions, drawings or
14 other graphical representation and works of any similar nature (the term
15 computer programs includes executable computer programs and supporting
16 data in any form), PRIME SPONSOR and/or the Department of Labor reserve
17 the right to use, duplicate, and disclose the same, in whole or in part,
18 in any manner for any purpose whatsoever, and to authorize others to do so.
19 If any material described in the previous sentence is subject to copyright,
20 PRIME SPONSOR and/or the Department of Labor reserve the right to copyright
21 such and SUBGRANTEE agrees not to copyright such material. If the material
22 is copyrighted, PRIME SPONSOR and/or the Department of Labor reserve a
23 royalty-free, non-exclusive, and irrevocable license to reproduce, publish,
24 and use such materials, in the whole or in part, and to authorize others
25 to do so.

26 18. Publication

27 Before publishing any materials produced by activities supported by this
28 agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance

of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial preface or introduction to these materials as published contain the following:

- (a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from the YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."
- (b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the Department of Labor. YOLO COUNTY and the Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."
- (c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials

1 to be published and resubmit them to PRIME SPONSOR which shall prepare
2 comments on the resubmitted data within thirty (30) days after receipt
3 thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE
4 shall determine whether or not to accept or adopt any of the comments on
5 the revised materials as resubmitted to PRIME SPONSOR and shall advise
6 PRIME SPONSOR of this determination within fifteen (15) days after receipt
7 of the comments of PRIME SPONSOR. Thereafter, the materials may be
8 published or revised in accordance with the procedures set forth above in
9 the publication of materials on which PRIME SPONSOR has submitted its
10 comments to SUBGRANTEE.

11 If PRIME SPONSOR has not submitted its comments on any materials submitted
12 to it within ninety (90) days after PRIME SPONSOR has received any such
13 materials, SUBGRANTEE may proceed to publish the materials in the form
14 in which they have been submitted to PRIME SPONSOR but shall include the
15 credit statement and the disclaimer statement set forth above, but without
16 any further comments.

17 19. Patents

18 If any discovery or invention arises or is developed in the course of or
19 as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer
20 the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees
21 that determination of rights to inventions or discoveries made under this
22 agreement shall be made by the Department of Labor, or its duly authorized
23 representatives, who shall have the sole and exclusive powers to determine
24 whether or not and where a patent application should be filed and to
25 determine the disposition of all rights in such inventions or discoveries,
26 including title to and license rights under any patent application or
27 patent which may issue thereon. The determination of DOL, or its duly
28 authorized representative, shall be accepted as final. SUBGRANTEE agrees

1 and otherwise recognizes that PRIME SPONSOR and/or The Department of Labor
2 shall acquire at least an irrevocable, non-exclusive, and royalty-free
3 license to practice and have practiced throughout the world for governmental
4 purposes any invention made in the course of or under this Agreement.

5 20. Personnel

- 6 (a) SUBGRANTEE represents that he has, or will secure at his own expense,
7 all personnel required in performing the services under this SUBGRANT.
8 Such personnel shall not be employees of or have any contractual
9 relationship with PRIME SPONSOR.
- 10 (b) All of the services hereunder will be performed by SUBGRANTEE or under
11 his/her supervision, and all personnel engaged in the work shall be
12 fully qualified and shall be authorized under State and local law to
13 perform such services.
- 14 (c) None of the work or services covered by this SUBGRANT shall be
15 subcontracted without the prior written approval of PRIME SPONSOR.
- 16 (d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of
17 an employee in anticipation of hiring an individual with funds
18 available under Titles II-D or VI. In addition, no participant shall
19 be used to fill positions or provide services normally provided by
20 temporary, part-time, or seasonal workers or contracted out, or to
21 fill full-time vacancies. SUBGRANTEE shall not hire any person into
22 any job funded under Titles II-D and VI when any other person is on
23 lay-off from the same or any substantially equivalent job.
- 24 (e) SUBGRANTEE represents that it has or will establish objective
25 personnel policies and practices for recruitment, selection, promotion,
26 classification, compensation, and performance evaluation that are
27 reflective of the Intergovernment Personnel Act Merit Principles.

28 /////

1 21. Assignments

2 Without the written consent of PRIME SPONSOR, this SUBGRANT is not
3 assignable by SUBGRANTEE either in whole or in part.

4 22. Alterations

5 No alteration or variation of the terms of this SUBGRANT shall be valid
6 unless made in writing and signed by the parties hereto.

7 23. Waiver

8 The waiver by PRIME SPONSOR of any default, breach or condition shall not
9 be construed as a waiver on the part of the PRIME SPONSOR of any other
10 default, breach or condition, or any other right hereunder.

11 24. Successors

12 This SUBGRANTEE shall bind and insure to the successors in interest of
13 PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been
14 expressly named herein.

15 25. Clean Air Act of 1970

16 If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees
17 to comply with all applicable standards, orders, or regulations issued
18 pursuant to the Clean Air Act of 1970.

19 26. Nepotism

20 Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause
21 or allow to be hired, a person into an administrative capacity, staff posi-
22 tion or public service employment position funded under CETA, if a member of
23 his or her immediate family is employed in an administrative capacity for
24 the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a
25 state or local statute regarding nepotism exists which is more restrictive

26 /////

27 /////

28 /////

1 than the above policy, the eligible applicant should follow the State or
2 local statute in lieu of the above policy.

3 (a) The term "member of the immediate family" includes: wife, husband, son,
4 daughter, mother, father, brother, brother-in-law, sister, sister-in-law,
5 son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle,
6 niece, nephew, step-parent, and step-child.

7 (b) The term "administrative capacity" includes those persons who have over-
8 all administrative responsibility for a program, including all elected and
9 appointed officials who have any responsibility for the obtaining of and/or
10 approval of any grant funded under the Act, such as members of the PRIME
11 SPONSOR Planning Council, or Private Industry Planning Council, who are not
12 economically disadvantaged, other officials who have influence or control
13 over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

14 (c) The term "staff position" includes all CETA staff positions funded
15 under the Act, such as instructors, counselors and other staff involved in
16 administrative, training or service activities.

17 27. Non-Discrimination

18 SUBGRANTEE shall comply with the requirements of 20CFR § 676.52 regarding
19 nondiscrimination.

20 28. Federal Aid

21 It is understood by the parties hereto that neither this Agreement nor any
22 Agreement pursuant hereto shall obligate the federal government to enter into
23 any Agreement with SUBGRANTEE or any other entity for federal financial
24 assistance in connection with this Agreement; or for the planning or under-
25 taking of any work element not included in this Agreement. Any such agree-
26 ment will be entered into at the sole discretion of the federal government.

27 29. Fidelity Bond

28 Prior to any disbursement of funds to SUBGRANTEE for any purpose other than

1 for premium for fidelity bonds, PRIME SPONSOR shall receive a statement from
2 SUBGRANTEE'S insurer certifying to PRIME SPONSOR that all personnel of SUB-
3 GRANTEE handling funds received from PRIME SPONSOR for disbursement under this
4 Agreement are covered by a fidelity bond in an amount and manner consistent
5 with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled
6 or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that
7 event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE
8 until the coverage initially approved by PRIME SPONSOR has been reinstated,
9 or equivalent coverage has been obtained.

10 30. Insurance

11 (a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall
12 maintain in full force and effect a policy of public liability insurance with
13 minimum coverages in an amount satisfactory to PRIME SPONSOR. If PRIME
14 SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an
15 additional insured on said policy and shall obtain a waiver of the insurer's
16 right of subrogation against PRIME SPONSOR.

17 (b) Worker's Compensation. During the term of this SUBGRANT, SUBGRANTEE
18 shall comply fully with the terms of the law of California concerning worker's
19 compensation. Said compliance shall include, but not be limited to, main-
20 taining in full force and effect one or more policies of insurance insuring
21 against any liability SUBGRANTEE may have for worker's compensation.

22 31. Entire Agreement Modifications

23 This Agreement constitutes the entire agreement between the parties hereto
24 for services furnished pursuant to this Agreement. This Agreement may be
25 modified, altered, or revised only upon the written consent of both parties
26 hereto.

27 32. Notices

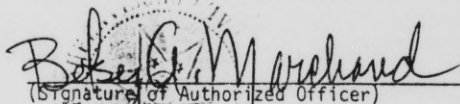
28 All notices to be given SUBGRANTEE may be given by deposit in the United

1 forth on the Signature Sheet. WHEREFORE, the parties have executed this
2 SUBGRANT NO. 79-372.

3 33. Federal Regulations

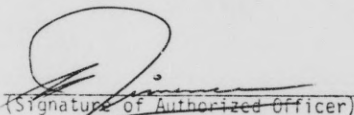
4 The Comprehensive Employment and Training Act Regulations, 20 CFR Parts
5 675, 676, 677, 678, and 679, and 41 CFR Part 29-70 are attached hereto
6 and incorporated into this SUBGRANT.

7 COUNTY OF YOLO, PRIME SPONSOR

8
9 
(Signature of Authorized Officer)

10
11 
12 Chairman, Yolo County
13 Board of Supervisors
(Title of Authorized Officer)

14
15 The State of California CETA Office
16 (Legal Name of SUBGRANTEE)

17
18 
(Signature of Authorized Officer)

19
20 L. L. Jimenez
21 Mgr., Grants Sec.
22 State CETA Office
(Title of Authorized Officer)

23
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25
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28
JAN 21 1980 19
(Date)

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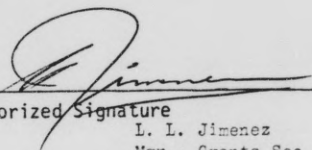
FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 41 CFR, Part 29-70 are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

State of California
State CETA Office/Grants Section

Name of Subgrantee



Authorized Signature

L. L. Jimenez
Mgr., Grants Sec.
State CETA Office

JAN 21 1980

Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
 - a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder; and
 - b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.
2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.
3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
 - a. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
 - b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
 - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.
 - d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).
 - e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).
 - f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7)).
 - g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).
 - h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

1. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).
- j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.
- k. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.
- l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).
- n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20 CFR 677.13(c)(3)).
- o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).
- p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

- q. For programs of public service employment under CETA, no jobs will be created on a promotional line that will interfere in any way upon promotional opportunities of persons currently in jobs not funded under CETA (20 CFR 676.73).
- r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).
- t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).
- u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).
- v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining

agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

- w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).
- x. For each participant employment and training activities funded under Title II of CETA, an Employability Development Plan (EDP) will be developed by the SUBGRANTEE. The Employability Development Plan shall include at least the following: 1) assessment data showing the participant's employability readiness; 2) barriers to employment faced by the participant; 3) specific employment and training needs; 4) specific services and activities to be developed and provided to meet those needs; and 5) an individualized plan for transition from program activities to placement in unsubsidized employment. The EDP shall be reviewed periodically throughout the duration of the participation, and revised accordingly (20 CFR 677.2).
- y. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).
- z. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

The State of California CETA Office

(Legal Name of SUBGRANTEE)

JAN 21 1980

19

(Date)

(Signature of Authorized Officer)

L. L. Jimenez
Mgr., Grants Sec.
State CETA Office

(Title of Authorized Officer)

CETA TITLE II-D OPERATING BUDGE

☒ ORIGINAL ☐ REVISION NO. _____

DATE September 5, 1979

Subgrantee Name and Address:

Contact Person Homero Lomas

State CETA Office - Public Employment Section

Phone 323-2671

Contract No. _____

714 P Street, Room 1050

Period: From 10-1-79 To 9-30-80

Sacramento, CA 95814

Program Name _____

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.			660					660
NOV.			660					660
DEC.			660					660
JAN.			660					660
FEB.			660					660
MAR.			660					660
APR.			686					686
MAY			686					686
JUNE			686					686
JULY			738					738
AUG.			738					738
SEPT.			738					738
TOTAL			8,232					8,232

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.			576	84			660
NOV.			576	84			660
DEC.			576	84			660
JAN.			576	84			660
FEB.			576	84			660
MAR.			576	84			660
APR.			600	86			686
MAY			600	86			686
JUNE			600	86			686
JULY			644	94			738
AUG.			644	94			738
SEPT.			644	94			738
TOTAL			7,188	1,044			8,232

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT

L. L. Jimenez
Mgr., Grants Sec.
State CETA Office

For CETA Approval Only:

Name and Title of Authorized Official

Accountant

9-13-79
Date

Signature

Date

JAN 21 1980

Principal Administrative Analyst

Date

Position Listing

Title II-D

State CETA Office - Public Employment Section
(Office of Statewide Health Planning & Development)

<u>Position</u>	<u>Salary</u> <u>10-1-79 to</u>	<u>Benefits</u> <u>9-30-80</u>	<u>Total</u>
1 Assistant Clerk 12 mo. @ 599/87	\$7,188	\$1,044	\$8,232
<u>1</u>	<u>\$7,188</u>	<u>\$1,044</u>	<u>\$8,232</u>

Subgrant Signature Sheet

Title II D PSEAgreement/ 79-373
Subgrant No.Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of CaliforniaSubgrantee
Winters Joint Unified School District

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and
The Winters Joint Unified School District hereinafter referred
to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive
Employment and Training Program in accordance with the provisions of the agreement.

FILED

Program : Winters Joint Unified School District

NOV - 1 1979

Mailing Address : 47 Main Street

PETER McNAMEE, Clerk

By Betsy A. Marchand

City : Winters, CA 95694

Phone: 795-4588

Program Director: Bill Oser

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment
and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of
the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and
conditions set forth therein including the Assurances and Certifications.

The term of the SUBGRANT shall begin on October 1, 1979.The term of the SUBGRANT shall end on September 30, 1980.The total amount of the SUBGRANT is \$100,500.

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

William H. Oser

Name and Title

Date

William H. OserDirector of Fed. Proj. 10-9-79

By Signature

Betsy A. Marchand

Name and Title

Date

Betsy A. Marchand, Chairman
Yolo County Board of SupervisorsOCT 2 - 1979

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of October, 1979,
by and between the County of Yolo, a political subdivision, hereinafter called
PRIME SPONSOR or County, and the Winters Joint Unified
School District hereinafter called SUBGRANTEE.

WITNESSETH:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive
Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-
444, and PL 95-524), hereinafter referred to as CETA and as such by Code of
Federal Regulations is charged with the basic responsibilities of a Prime
Sponsor and the parts and sections of CETA referred to therein, which
provides as follows:

- (a) Compliance with plans and assurances.
- (b) Compliance with Part 676 of the Regulations.
- (c) Establish priorities for receipt of assistance authorized under the
Act taking into account the priorities identified by the Secretary
and the significant segments represented among the economically
disadvantaged, unemployed, and underemployed residing within the
jurisdiction.
- (d) Providing job training and employment opportunities for economically
disadvantaged, unemployed, or underemployed persons which will result
in an increase in their earned income and assuring that training and
other services lead to maximum employment opportunities and enhance
self sufficiency by establishing a flexible, coordinated, and de-
centralized system of programs (CETA Sec. 2).
- (e) Advising all participants of their rights and responsibilities prior

to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR 676.83 and 676.84; and

(f) Making maximum efforts to achieve the provision of the plan.

2. The Winters Joint Unified School District is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679
- (d) Code of Federal Regulations - 41 CFR Part 29-70
- (e) Assurances and Certifications
- (f) Operating Budget
- (g) Position Listings
- (h)
- (i)
- (j)
- (k)
- (l)
- (m)
- (n)
- (o)
- (p)
- (q)

1 2. Program

2 SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME
3 SPONSOR perform the services described in the attachments listed above
4 under Subgrant which are subject to all the terms, conditions, and
5 assurances of this SUBGRANT.

6 3. Term

7 The term of this SUBGRANT shall begin October 1, 1979,
8 and shall end September 30, 1980, as set forth on the
9 Signature Sheet. Grant funds may not, without advance written approval by
10 PRIME SPONSOR, be obligated before the beginning of the term or after the
11 ending of the term.

12 4. Payment

13 PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs
14 incurred in the performance of this contract in accordance with the following:

15 (a) Total Reimbursement shall not exceed the amount of \$ 100,500,
16 as set forth on Signature Sheet.

17 (b) Payment of costs incurred in the performance of this contract shall be
18 paid on the basis of an approved monthly claim as follows:

19 (1) Within ten (10) days following the completion of each calendar
20 month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing
21 all expenditures made pursuant to this SUBGRANT during the
22 preceding month.

23 (2) The County Administrative Officer of PRIME SPONSOR, or his de-
24 signee, shall review that claim, may review the records, books of
25 account, trial balance and vouchers of SUBGRANTEE, and shall
26 approve the claim to the extent that SUBGRANTEE has incurred
27 reasonable and necessary costs pursuant to this subgrant,
28 including the Budget Schedules attached hereto.

1 (3) To the extent permitted by the federal government, the County
2 Administrative Officer or his designee may approve an advance of
3 working capital to SUBGRANTEE. Each advance of working capital
4 may be made only upon application in writing by SUBGRANTEE. Each
5 approval shall be in writing and shall set forth the terms for
6 repayment. Repayment shall be offset against amounts payable
7 on monthly claims. The terms of repayment may be modified by
8 written order of the County Administrative Officer or his designee.
9 Upon termination of this subgrant any unpaid advances shall be
10 offset against any remaining payments to SUBGRANTEE. Any advances
11 exceeding remaining payments shall be repaid to PRIME SPONSOR
12 immediately.

13 (c) Reasonable and necessary costs shall be determined by PRIME SPONSOR
14 in accordance with the requirements of the United States Department of
15 Labor regulations and the United States General Services Administration
16 Federal Management Circular 74-4, United States Office of Management
17 and Budget Circular A-102, and any additional requirements or procedures
18 established by PRIME SPONSOR.

19 (d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME
20 SPONSOR has made applications to the United States Department of Labor
21 for a grant of funds under the Comprehensive Employment and Training
22 Act of 1973, as amended, for the purpose of funding services under this
23 contract and that PRIME SPONSOR is not obligated to provide funds to
24 SUBGRANTEE and SUBGRANTEE is not obligated to provide services under
25 the contract until such funds are made available to PRIME SPONSOR by
26 the Department of Labor.

27 (e) Approved claims shall be paid only from funds granted to PRIME SPONSOR
28 by the Department of Labor.

1 5. Records, Audits, Inspection

2 (a) Establishment and Maintenance of Records

3 The SUBGRANTEE shall maintain records, including but not limited to
4 books, financial records, supporting documents, statistical records,
5 personnel, property, participant, and all other pertinent records
6 sufficient to reflect properly, (a) all direct and indirect costs of
7 whatsoever nature claimed to have been incurred and anticipated to
8 be incurred to perform this contract, and (b) all other matters
9 covered by this SUBGRANT for which the maintenance and retention of
10 records is required by law, including but not limited to U. S. GSA
11 Federal Management Circular 74-4, and regulations of the U. S.
12 Department of Labor, including but not limited to 20 CFR §676.35 and
13 41 CFR §29-70.203. The obligation to maintain and preserve records
14 shall not be diminished by any instructions or advice given by PRIME
15 SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to
16 PRIME SPONSOR.

17 (b) Preservation of Records

18 SUBGRANTEE shall preserve and make available its records related to
19 this SUBGRANT (a) until the expiration of three (3) years from the
20 date of final payment to SUBGRANTEE under this SUBGRANT except that
21 records relating to participants' participation in a CETA program
22 shall be maintained for each participant for a period of five (5)
23 years from the date of enrollment into the program.
24 If, prior to the expiration of the required retention period, any
25 litigation or audit is begun or a claim is instituted involving
26 the records, SUBGRANTEE shall retain the records beyond the
27 retention period until the litigation, audit findings, or claim
28 has been finally resolved.

1 (c) Accounting by SUBGRANTEE

2 SUBGRANTEE shall establish and maintain at all times, on a current
3 basis in conjunction with the Program, an adequate accrual system of
4 accounting covering all costs, items and expenditures with respect
5 to the Program, in accordance with generally accepted accounting
6 principles and standards, and in accordance with requirements of the
7 federal government and any PRIME SPONSOR requirements as set forth
8 in the "Subgrantees' Fiscal Activities Manual."

9 (d) Examination of Records and Facilities

10 At any time during normal business hours, PRIME SPONSOR or duly
11 authorized representative thereof, shall until expiration of three
12 (3) years after final payment under this SUBGRANT, or any longer
13 period as required by applicable law, have access to and the right
14 to examine its offices, and facilities engaged in performance of this
15 SUBGRANT and all its records with respect to all matters covered by
16 this SUBGRANT, including the right to audit, examine and make excerpts
17 of transcripts and from such records to make audit of all contracts
18 and subcontracts, invoices, payrolls, records or personnel conditions
19 of employment, material and all other data relating to matters covered
20 by the SUBGRANT.

21 (e) Documentation of Cost

22 All cost shall be supported by properly executed payrolls, time
23 records, invoices, contracts, or vouchers or other official documen-
24 tation evidencing in proper detail the nature and the propriety of the
25 charge. All checks, payrolls, accounting documents, pertaining in
26 whole or part of this contract shall be clearly identified and
27 readily accessible.

28 6. Suspension of Disallowance of Payments

1 PRIME SPONSOR may at any time elect to offset against, suspend, or disallow
2 payment to SUBGRANTEE in whole or part or to demand repayment under this
3 Agreement in the event of any of the following occurrences, to wit:

4 (a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation
5 of any nature with respect to any information or data furnished to
6 PRIME SPONSOR in connection with Program.

7 (b) If SUBGRANTEE is in default under any provisions of this agreement.

8 (c) If SUBGRANTEE maintains a pattern of discrimination.

9 (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct
10 of activities and program.

11 (e) If the SUBGRANTEE fails to comply with any other terms and conditions
12 of this SUBGRANT.

13 (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect
14 or incomplete in any material respect.

15 7. Termination of SUBGRANT

16 (a) With Cause

17 PRIME SPONSOR may terminate the SUBGRANT in the following instances
18 by giving written notice to the SUBGRANTEE at least five (5) days
19 prior to the effective termination date stated in the notice:

20 (1) If through any cause SUBGRANTEE shall fail to fulfill in timely
21 and proper manner its obligations under this Agreement.

22 (2) If SUBGRANTEE shall violate any of the covenants or stipulations
23 of this Agreement.

24 (3) If the grant from the U. S. Department of Labor under which this
25 Agreement is made is terminated.

26 (4) If SUBGRANTEE is unable or unwilling to comply with such ad-
27 ditional conditions as may be lawfully applied by the U. S.
28 Department of Labor to the grant under which this Agreement is

1 made. SUBGRANTEE shall not be relieved of liability to PRIME
2 SPONSOR for damages sustained by PRIME SPONSOR by virtue of any
3 breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may
4 withhold any reimbursement to SUBGRANTEE for the purpose of
5 setoff until such time as the exact amount of damages due PRIME
6 SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

7 (b) Without Cause

8 Either party may terminate this SUBGRANT at any time by giving
9 written notice to the other party of such termination and specifying the
10 effective date thereof, at least 30 days before the effective date
11 of such termination. If the SUBGRANT is terminated
12 as provided herein, SUBGRANTEE will be paid an amount which the same
13 ratio to the total compensation as the service actually performed
14 bears to the total services of SUBGRANTEE covered by this SUBGRANT,
15 less payments of compensation previously made.

16 8. Severability of Provisions

17 If any provisions of this SUBGRANT are held invalid, the remainder of this
18 SUBGRANT shall not be affected thereby, if such remainder would then
19 continue to conform to terms and requirements of applicable law.

20 9. Exculpatory Clause

21 SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its
22 officers, employees and agents from and against all claims, losses,
23 liabilities, or damages, including attorney fees, arising out of or
24 resulting from the performance of this Agreement, caused in whole or in
25 part by any negligent act or omission of SUBGRANTEE or anyone directly
26 or indirectly employed by SUBGRANTEE, regardless of whether or not it is
27 caused in part by a party indemnified hereunder.

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10. Legal Relationship

- (a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- (b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.
- (c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.
- (d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer

1 under the Federal Insurance Contributions Act, the Federal Unemployment
2 Tax Act, Federal Social Security Acts, the Unemployment Compensation
3 Act, or any other Federal or State laws or acts which in any way
4 affect or relate to the relationship of employer and employee, and
5 shall be liable for any Social Security, Unemployment Compensation
6 or other taxes or penalties arising or levied by reason of the
7 employment of such persons employed by it. PRIME SPONSOR shall not
8 be liable for any worker's compensation or other benefits accruing
9 under any Federal or State law or acts to any persons employed by
10 the said SUBGRANTEE under this Agreement, but such liability, if
11 any, shall be exclusively that of SUBGRANTEE.

12 11. Monthly Report

13 SUBGRANTEE shall be responsible for filing monthly reports with PRIME
14 SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR
15 and shall contain all data and information concerning both quality and
16 quantity of program performance required by PRIME SPONSOR. Each report
17 shall set forth the extent to which the Program Performance Goals have
18 been met and shall explain in detail the reasons any such plans have not
19 been met. Each report shall set forth the extent expenditures exceed a
20 prorata portion of the entire budget category for the term of this program
21 and shall explain in detail the reasons for such excess.

22 12. Procedures for Corrective Action

- 23 (a) Whenever the County Administrative Officer of PRIME SPONSOR determines
24 in the manner set forth herein that SUBGRANTEE has failed to comply
25 with any provision of this SUBGRANT, the County Administrative Officer
26 may order corrective action.
- 27 (b) Before making such an order, the County Administrative Office or
28 his designee shall give SUBGRANTEE ten (10) days' written notice

1 setting forth the nature of SUBGRANTEE'S noncompliance and a procedure
2 whereby SUBGRANTEE and its officers or responsible employees may
3 have an opportunity to meet with the County Administrative Office or
4 PRIME SPONSOR or his designee for the purposes of considering the
5 need for and nature of corrective action.

6 (c) An order for corrective action shall be in writing and shall set
7 forth specific directions for corrective action and a detailed
8 timetable for implementing the specific directions for reporting to
9 PRIME SPONSOR as to implementation. The order shall be served on
10 SUBGRANTEE.

11 (d) If SUBGRANTEE shall fail to implement an order for corrective action,
12 or if it shall fail to do so within the timetable set for implementation,
13 the County Administrative Officer of the PRIME SPONSOR may recommend
14 that the Governing Body suspend payments hereunder or terminate this
15 SUBGRANT.

16 (e) If SUBGRANTEE shall fail to comply with the administrative requirements
17 of this SUBGRANT, such as those requiring the timely submission of
18 all periodic reports, and if such failure shall not be suggestive of
19 other apparent misfeasance, malfeasance, or nonfeasance, the County
20 Administrative Officer shall be empowered, without consultation with
21 the Governing Body, to suspend or delay any and all payments under
22 this SUBGRANT until such failure is rectified.

23 13. Property

24 (a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall
25 be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall
26 be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-
27 70.102 (a), set forth therein, and as between PRIME SPONSOR and
28 SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor

1 agencies set forth therein. Generally it is expected that grant property
2 will be retained and used throughout its useful life in the grant
3 program for which it was acquired or if that program is terminated, or
4 if the property is no longer needed in the program, in any other similar
5 program of SUBGRANTEE, or PRIME SPONSOR.

- 6 (b) The SUBGRANTEE'S Property Standards of Non-Expendable Personal Property
7 shall comply with 41 CFR §29-70.215-7 a copy to which is attached
8 hereto and incorporated by this reference.

9 14. Program Income

- 10 (a) All income generated as a result of CETA activities may be retained
11 by SUBGRANTEE, at the discretion of PRIME SPONSOR, for a period of
12 two (2) years from the expiration of this SUBGRANT and shall be used
13 by SUBGRANTEE to carry out any CETA activity authorized by this
14 SUBGRANT.
- 15 (b) In the case of income generated by projects under YCCIP, SUBGRANTEE
16 may retain this income, at the discretion of PRIME SPONSOR, for two
17 (2) years after expiration of this SUBGRANT and apply it to the costs
18 of the project. If the project is not continued beyond the expiration
19 date of this SUBGRANT, the conditions in part (a) of this section
20 shall apply.
- 21 (c) SUBGRANTEE shall make monthly reports on the expenditure of this
22 income on forms approved by PRIME SPONSOR.
- 23 (d) Income which remains unexpended beyond the applicable time periods
24 set forth in parts (a) and (b) of this section shall be returned to
25 the PRIME SPONSOR.

26 15. Contingent Fee

27 SUBGRANTEE warrants that no person, selling agency or other organization
28 has been employed or retained to solicit or secure this agreement upon an

1 agreement or understanding for commission, percentage, brokerage, or
2 contingency fee. For breach or violation of this covenant the PRIME SPONSOR
3 shall have the right to annul this agreement without liability or, at its
4 discretion, to deduct from the compensation or otherwise recover, the full
5 amount of such commission, percentage, brokerage, or contingency fee.

6 16. Laws

7 SUBGRANTEE shall comply with all the applicable laws, decisions, statutes,
8 regulations and ordinances of the United States, the State of California,
9 and local governments, and as they are amended during the term of this
10 agreement.

11 17. Copyrights and Rights in Data

12 Where activities supported by this SUBGRANT produce original computer
13 programs, writing sound recordings, pictorial reproductions, drawings or
14 other graphical representation and works of any similar nature (the term
15 computer programs includes executable computer programs and supporting
16 data in any form), PRIME SPONSOR and/or the Department of Labor reserve
17 the right to use, duplicate, and disclose the same, in whole or in part,
18 in any manner for any purpose whatsoever, and to authorize others to do so.
19 If any material described in the previous sentence is subject to copyright,
20 PRIME SPONSOR and/or the Department of Labor reserve the right to copyright
21 such and SUBGRANTEE agrees not to copyright such material. If the material
22 is copyrighted, PRIME SPONSOR and/or the Department of Labor reserve a
23 royalty-free, non-exclusive, and irrevocable license to reproduce, publish,
24 and use such materials, in the whole or in part, and to authorize others
25 to do so.

26 18. Publication

27 Before publishing any materials produced by activities supported by this
28 agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance

of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial preface or introduction to these materials as published contain the following:

- (a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from the YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."
- (b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the Department of Labor. YOLO COUNTY and the Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."
- (c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials

1 to be published and resubmit them to PRIME SPONSOR which shall prepare
2 comments on the resubmitted data within thirty (30) days after receipt
3 thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE
4 shall determine whether or not to accept or adopt any of the comments on
5 the revised materials as resubmitted to PRIME SPONSOR and shall advise
6 PRIME SPONSOR of this determination within fifteen (15) days after receipt
7 of the comments of PRIME SPONSOR. Thereafter, the materials may be
8 published or revised in accordance with the procedures set forth above in
9 the publication of materials on which PRIME SPONSOR has submitted its
10 comments to SUBGRANTEE.

11 If PRIME SPONSOR has not submitted its comments on any materials submitted
12 to it within ninety (90) days after PRIME SPONSOR has received any such
13 materials, SUBGRANTEE may proceed to publish the materials in the form
14 in which they have been submitted to PRIME SPONSOR but shall include the
15 credit statement and the disclaimer statement set forth above, but without
16 any further comments.

17 19. Patents

18 If any discovery or invention arises or is developed in the course of or
19 as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer
20 the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees
21 that determination of rights to inventions or discoveries made under this
22 agreement shall be made by the Department of Labor, or its duly authorized
23 representatives, who shall have the sole and exclusive powers to determine
24 whether or not and where a patent application should be filed and to
25 determine the disposition of all rights in such inventions or discoveries,
26 including title to and license rights under any patent application or
27 patent which may issue thereon. The determination of DOL, or its duly
28 authorized representative, shall be accepted as final. SUBGRANTEE agrees

1 and otherwise recognizes that PRIME SPONSOR and/or The Department of Labor
2 shall acquire at least an irrevocable, non-exclusive, and royalty-free
3 license to practice and have practiced throughout the world for governmental
4 purposes any invention made in the course of or under this Agreement.

5 20. Personnel

- 6 (a) SUBGRANTEE represents that he has, or will secure at his own expense,
7 all personnel required in performing the services under this SUBGRANT.
8 Such personnel shall not be employees of or have any contractual
9 relationship with PRIME SPONSOR.
- 10 (b) All of the services hereunder will be performed by SUBGRANTEE or under
11 his/her supervision, and all personnel engaged in the work shall be
12 fully qualified and shall be authorized under State and local law to
13 perform such services.
- 14 (c) None of the work or services covered by this SUBGRANT shall be
15 subcontracted without the prior written approval of PRIME SPONSOR.
- 16 (d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of
17 an employee in anticipation of hiring an individual with funds
18 available under Titles II-D or VI. In addition, no participant shall
19 be used to fill positions or provide services normally provided by
20 temporary, part-time, or seasonal workers or contracted out, or to
21 fill full-time vacancies. SUBGRANTEE shall not hire any person into
22 any job funded under Titles II-D and VI when any other person is on
23 lay-off from the same or any substantially equivalent job.
- 24 (e) SUBGRANTEE represents that it has or will establish objective
25 personnel policies and practices for recruitment, selection, promotion,
26 classification, compensation, and performance evaluation that are
27 reflective of the Intergovernment Personnel Act Merit Principles.

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21. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

22. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

23. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any other default, breach or condition, or any other right hereunder.

24. Successors

This SUBGRANTEE shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

25. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

26. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state or local statute regarding nepotism exists which is more restrictive

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1 than the above policy, the eligible applicant should follow the State or
2 local statute in lieu of the above policy.

3 (a) The term "member of the immediate family" includes: wife, husband, son,
4 daughter, mother, father, brother, brother-in-law, sister, sister-in-law,
5 son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle,
6 niece, nephew, step-parent, and step-child.

7 (b) The term "administrative capacity" includes those persons who have over-
8 all administrative responsibility for a program, including all elected and
9 appointed officials who have any responsibility for the obtaining of and/or
10 approval of any grant funded under the Act, such as members of the PRIME
11 SPONSOR Planning Council, or Private Industry Planning Council, who are not
12 economically disadvantaged, other officials who have influence or control
13 over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

14 (c) The term "staff position" includes all CETA staff positions funded
15 under the Act, such as instructors, counselors and other staff involved in
16 administrative, training or service activities.

17 27. Non-Discrimination

18 SUBGRANTEE shall comply with the requirements of 20CFR § 676.52 regarding
19 nondiscrimination.

20 28. Federal Aid

21 It is understood by the parties hereto that neither this Agreement nor any
22 Agreement pursuant hereto shall obligate the federal government to enter into
23 any Agreement with SUBGRANTEE or any other entity for federal financial
24 assistance in connection with this Agreement; or for the planning or under-
25 taking of any work element not included in this Agreement. Any such agree-
26 ment will be entered into at the sole discretion of the federal government.

27 29. Fidelity Bond

28 Prior to any disbursement of funds to SUBGRANTEE for any purpose other than

1 for premium for fidelity bonds, PRIME SPONSOR shall receive a statement from
2 SUBGRANTEE'S insurer certifying to PRIME SPONSOR that all personnel of SUB-
3 GRANTEE handling funds received from PRIME SPONSOR for disbursement under this
4 Agreement are covered by a fidelity bond in an amount and manner consistent
5 with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled
6 or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that
7 event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE
8 until the coverage initially approved by PRIME SPONSOR has been reinstated,
9 or equivalent coverage has been obtained.

10 30. Insurance

11 (a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall
12 maintain in full force and effect a policy of public liability insurance with
13 minimum coverages in an amount satisfactory to PRIME SPONSOR. If PRIME
14 SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an
15 additional insured on said policy and shall obtain a waiver of the insurer's
16 right of subrogation against PRIME SPONSOR.

17 (b) Worker's Compensation. During the term of this SUBGRANT, SUBGRANTEE
18 shall comply fully with the terms of the law of California concerning worker's
19 compensation. Said compliance shall include, but not be limited to, main-
20 taining in full force and effect one or more policies of insurance insuring
21 against any liability SUBGRANTEE may have for worker's compensation.

22 31. Entire Agreement Modifications

23 This Agreement constitutes the entire agreement between the parties hereto
24 for services furnished pursuant to this Agreement. This Agreement may be
25 modified, altered, or revised only upon the written consent of both parties
26 hereto.

27 32. Notices

28 All notices to be given SUBGRANTEE may be given by deposit in the United

States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. WHEREFORE, the parties have executed this SUBGRANT No. 79-373.

33. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, and 41 CFR Part 29-70 are attached hereto and incorporated into this SUBGRANT.

COUNTY OF YOLO, PRIME SPONSOR

Betsy G. Morikawa
(Signature of Authorized Officer)

Chairman, Yolo County
Board of Supervisors
(Title of Authorized Officer)

Winters Joint Unified School District
(Legal Name of SUBGRANTEE)

William H. Esce
(Signature of Authorized Officer)

10 - 9 1979 Director of Federal Projects
(Date) (Title of Authorized Officer)

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FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 41 CFR, Part 29-70 are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

Winters Jt. U.S.D.

Name of Subgrantee

William H. Lee

Authorized Signature

10 - 9 - 79

Date

FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 41 CFR, Part 29-70 are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

Name of Subgrantee

Authorized Signature

Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
 - a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder; and
 - b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.
2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.
3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
 - a. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
 - b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
 - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.
 - d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).
 - e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).
 - f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7)).
 - g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).
 - h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

1. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).
- j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.
- k. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.
- l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).
- n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20 CFR 677.13(c)(3)).
- o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).
- p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

- q. For programs of public service employment under CETA, no jobs will be created in promotional line that will interfere in any way upon promotional opportunities of persons currently in jobs not funded under CETA (20 CFR 676.73).
- r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).
- t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).
- u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).
- v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining

agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

- w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).
- x. For each participant employment and training activities funded under Title II of CETA, an Employability Development Plan (EDP) will be developed by the SUBGRANTEE. The Employability Development Plan shall include at least the following: 1) assessment data showing the participant's employability readiness; 2) barriers to employment faced by the participant; 3) specific employment and training needs; 4) specific services and activities to be developed and provided to meet those needs; and 5) an individualized plan for transition from program activities to placement in unsubsidized employment. The EDP shall be reviewed periodically throughout the duration of the participation, and revised accordingly (20 CFR 677.2).
- y. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).
- z. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

Winters Joint Unified School District
(Legal Name of SUBGRANTEE)

10 - 9 1979
(Date)

William H. Oser
(Signature of Authorized Officer)

Director of Federal Projects
(Title of Authorized Officer)

A TITLE II-D OPERATING BUDGET

☒ ORIGINAL ☐ REVISION NO. _____

DATE September 6, 1979

Subgrantee Name and Address:

Winters Joint Unified School District

47 Main Street

Winters, CA 95694

Contact Person Bill Oser

Phone 795-4588

Contract No. _____

Period: From 10-1-79 To 9-30-80

Program Name _____

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.			8,168					8,168
NOV.			8,168					8,168
DEC.			8,168					8,168
JAN.			8,168					8,168
FEB.			8,168					8,168
MAR.			8,168					8,168
APR.			8,582					8,582
MAY			8,582					8,582
JUNE			8,582					8,582
JULY			8,582					8,582
AUG.			8,582					8,582
SEPT.			8,582					8,582
TOTAL			100,500					100,500

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.			6,376	1,792			8,168
NOV.			6,376	1,792			8,168
DEC.			6,376	1,792			8,168
JAN.			6,376	1,792			8,168
FEB.			6,376	1,792			8,168
MAR.			6,376	1,792			8,168
APR.			6,690	1,892			8,582
MAY			6,690	1,892			8,582
JUNE			6,690	1,892			8,582
JULY			6,690	1,892			8,582
AUG.			6,690	1,892			8,582
SEPT.			6,690	1,892			8,582
TOTAL			78,396	22,104			100,500

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENTS.

For EETA Approval Only:

William H. Oser, Director of Fed. Proj.
Name and Title of Authorized Official

Jack A. Bump
Accountant

9-6-79
Date

William H. Oser 10-9-79
Signature Date

Principal Administrative Analyst
Date

Position Listing

Title II-D

Winters Joint Unified School District

<u>Position</u>	<u>Salary</u> <u>10-1-79</u> to	<u>Benefits</u> <u>9-30-80</u>	<u>Total</u>
1 Bookkeeper 12 mo. @ 622/177	\$ 7,464	\$ 2,124	\$ 9,588
6 Gardner/Custodian 12 mo. @ 669/188	48,168	13,536	61,704
2 Library Clerk 12 mo. @ 622/177	14,928	4,248	19,176
1 Secretary 12 mo. @ 653/183	7,836	2,196	10,032
<u>10</u>	<u>\$78,396</u>	<u>\$22,104</u>	<u>\$100,500</u>

Subgrant Signature Sheet

Title IID PSE

Agreement/ 89-374
Subgrant No.

Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of California

Subgrantee
Young Men's Christian Association

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and Young Men's Christian Association hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

FILED

Program : Young Men's Christian Association

OCT 13 1979

Mailing Address : 1300 College Street

PETER McNAMEE, Clerk
By *Betsy A. Marchand*

City : Woodland, CA 95695

Phone: 662-1086

Program Director: Tom Sloan

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the Assurances and Certifications.

The term of the SUBGRANT shall begin on October 1, 1979.

The term of the SUBGRANT shall end on September 30, 1980.

The total amount of the SUBGRANT is \$17,868.

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

Thomas D. Sloan

By Signature

Betsy A. Marchand

Name and Title

Thomas D. Sloan

Date

10/10/79

General Director

Name and Title

BETSY A. MARCHAND, Chairman
Yolo County Board of Supervisors

Date

OCT 2 - 1979

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of October, 1979,
by and between the County of Yolo, a political subdivision, hereinafter called
PRIME SPONSOR or County, and the Young Men's Christian Association
hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 676 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
 - (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).
 - (e) Advising all participants of their rights and responsibilities prior

to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR §676.83 and 676.84; and

(f) Making maximum efforts to achieve the provision of the plan.

2. The Young Men's Christian Association is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679
- (d) Code of Federal Regulations - 41 CFR Part 29-70
- (e) Assurances and Certifications
- (f) Operating Budget
- (g) Position Listing
- (h)
- (i)
- (j)
- (k)
- (l)
- (m)
- (n)
- (o)
- (p)
- (q)

1 2. Program

2 SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME
3 SPONSOR perform the services described in the attachments listed above
4 under Subgrant which are subject to all the terms, conditions, and
5 assurances of this SUBGRANT.

6 3. Term

7 The term of this SUBGRANT shall begin October 1, 1979
8 and shall end September 30, 1980, as set forth on the
9 Signature Sheet. Grant funds may not, without advance written approval by
10 PRIME SPONSOR, be obligated before the beginning of the term or after the
11 ending of the term.

12 4. Payment

13 PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs
14 incurred in the performance of this contract in accordance with the following:

15 (a) Total Reimbursement shall not exceed the amount of \$ 17,868
16 as set forth on Signature Sheet.

17 (b) Payment of costs incurred in the performance of this contract shall be
18 paid on the basis of an approved monthly claim as follows:

19 (1) Within ten (10) days following the completion of each calendar
20 month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing
21 all expenditures made pursuant to this SUBGRANT during the
22 preceding month.

23 (2) The County Administrative Officer of PRIME SPONSOR, or his de-
24 signee, shall review that claim, may review the records, books of
25 account, trial balance and vouchers of SUBGRANTEE, and shall
26 approve the claim to the extent that SUBGRANTEE has incurred
27 reasonable and necessary costs pursuant to this subgrant,
28 including the Budget Schedules attached hereto.

1 (3) To the extent permitted by the federal government, the County
2 Administrative Officer or his designee may approve an advance of
3 working capital to SUBGRANTEE. Each advance of working capital
4 may be made only upon application in writing by SUBGRANTEE. Each
5 approval shall be in writing and shall set forth the terms for
6 repayment. Repayment shall be offset against amounts payable
7 on monthly claims. The terms of repayment may be modified by
8 written order of the County Administrative Officer or his designee.
9 Upon termination of this subgrant any unpaid advances shall be
10 offset against any remaining payments to SUBGRANTEE. Any advances
11 exceeding remaining payments shall be repaid to PRIME SPONSOR
12 immediately.

13 (c) Reasonable and necessary costs shall be determined by PRIME SPONSOR
14 in accordance with the requirements of the United States Department of
15 Labor regulations and the United States General Services Administration
16 Federal Management Circular 74-4, United States Office of Management
17 and Budget Circular A-102, and any additional requirements or procedures
18 established by PRIME SPONSOR.

19 (d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME
20 SPONSOR has made applications to the United States Department of Labor
21 for a grant of funds under the Comprehensive Employment and Training
22 Act of 1973, as amended, for the purpose of funding services under this
23 contract and that PRIME SPONSOR is not obligated to provide funds to
24 SUBGRANTEE and SUBGRANTEE is not obligated to provide services under
25 the contract until such funds are made available to PRIME SPONSOR by
26 the Department of Labor.

27 (e) Approved claims shall be paid only from funds granted to PRIME SPONSOR
28 by the Department of Labor.

1 5. Records, Audits, Inspection

2 (a) Establishment and Maintenance of Records

3 The SUBGRANTEE shall maintain records, including but not limited to
4 books, financial records, supporting documents, statistical records,
5 personnel, property, participant, and all other pertinent records
6 sufficient to reflect properly, (a) all direct and indirect costs of
7 whatsoever nature claimed to have been incurred and anticipated to
8 be incurred to perform this contract, and (b) all other matters
9 covered by this SUBGRANT for which the maintenance and retention of
10 records is required by law, including but not limited to U. S. GSA
11 Federal Management Circular 74-4, and regulations of the U. S.
12 Department of Labor, including but not limited to 20 CFR §676.35 and
13 41 CFR §29-70.203. The obligation to maintain and preserve records
14 shall not be diminished by any instructions or advice given by PRIME
15 SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to
16 PRIME SPONSOR.

17 (b) Preservation of Records

18 SUBGRANTEE shall preserve and make available its records related to
19 this SUBGRANT (a) until the expiration of three (3) years from the
20 date of final payment to SUBGRANTEE under this SUBGRANT except that
21 records relating to participants' participation in a CETA program
22 shall be maintained for each participant for a period of five (5)
23 years from the date of enrollment into the program.

24 If, prior to the expiration of the required retention period, any
25 litigation or audit is begun or a claim is instituted involving
26 the records, SUBGRANTEE shall retain the records beyond the
27 retention period until the litigation, audit findings, or claim
28 has been finally resolved.

1 (c) Accounting by SUBGRANTEE

2 SUBGRANTEE shall establish and maintain at all times, on a current
3 basis in conjunction with the Program, an adequate accrual system of
4 accounting covering all costs, items and expenditures with respect
5 to the Program, in accordance with generally accepted accounting
6 principles and standards, and in accordance with requirements of the
7 federal government and any PRIME SPONSOR requirements as set forth
8 in the "Subgrantees' Fiscal Activities Manual."

9 (d) Examination of Records and Facilities

10 At any time during normal business hours, PRIME SPONSOR or duly
11 authorized representative thereof, shall until expiration of three
12 (3) years after final payment under this SUBGRANT, or any longer
13 period as required by applicable law, have access to and the right
14 to examine its offices, and facilities engaged in performance of this
15 SUBGRANT and all its records with respect to all matters covered by
16 this SUBGRANT, including the right to audit, examine and make excerpts
17 of transcripts and from such records to make audit of all contracts
18 and subcontracts, invoices, payrolls, records or personnel conditions
19 of employment, material and all other data relating to matters covered
20 by the SUBGRANT.

21 (e) Documentation of Cost

22 All cost shall be supported by properly executed payrolls, time
23 records, invoices, contracts, or vouchers or other official documen-
24 tation evidencing in proper detail the nature and the propriety of the
25 charge. All checks, payrolls, accounting documents, pertaining in
26 whole or part of this contract shall be clearly identified and
27 readily accessible.

28 6. Suspension of Disallowance of Payments

1 PRIME SPONSOR may at any time elect to offset against, suspend, or disallow
2 payment to SUBGRANTEE in whole or part or to demand repayment under this
3 Agreement in the event of any of the following occurrences, to wit:

- 4 (a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation
5 of any nature with respect to any information or data furnished to
6 PRIME SPONSOR in connection with Program.
- 7 (b) If SUBGRANTEE is in default under any provisions of this agreement.
- 8 (c) If SUBGRANTEE maintains a pattern of discrimination.
- 9 (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct
10 of activities and program.
- 11 (e) If the SUBGRANTEE fails to comply with any other terms and conditions
12 of this SUBGRANT.
- 13 (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect
14 or incomplete in any material respect.

15 7. Termination of SUBGRANT

16 (a) With Cause

17 PRIME SPONSOR may terminate the SUBGRANT in the following instances
18 by giving written notice to the SUBGRANTEE at least five (5) days
19 prior to the effective termination date stated in the notice:

- 20 (1) If through any cause SUBGRANTEE shall fail to fulfill in timely
21 and proper manner its obligations under this Agreement.
- 22 (2) If SUBGRANTEE shall violate any of the covenants or stipulations
23 of this Agreement.
- 24 (3) If the grant from the U. S. Department of Labor under which this
25 Agreement is made is terminated.
- 26 (4) If SUBGRANTEE is unable or unwilling to comply with such ad-
27 ditional conditions as may be lawfully applied by the U. S.
28 Department of Labor to the grant under which this Agreement is

1 made. SUBGRANTEE shall not be relieved of liability to PRIME
2 SPONSOR for damages sustained by PRIME SPONSOR by virtue of any
3 breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may
4 withhold any reimbursement to SUBGRANTEE for the purpose of
5 setoff until such time as the exact amount of damages due PRIME
6 SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

7 (b) Without Cause

8 Either party may terminate this SUBGRANT at any time by giving
9 written notice to the other party of such termination and specifying the
10 effective date thereof, at least 30 days before the effective date
11 of such termination. If the SUBGRANT is terminated
12 as provided herein, SUBGRANTEE will be paid an amount which the same
13 ratio to the total compensation as the service actually performed
14 bears to the total services of SUBGRANTEE covered by this SUBGRANT,
15 less payments of compensation previously made.

16 8. Severability of Provisions

17 If any provisions of this SUBGRANT are held invalid, the remainder of this
18 SUBGRANT shall not be affected thereby, if such remainder would then
19 continue to conform to terms and requirements of applicable law.

20 9. Exculpatory Clause

21 SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its
22 officers, employees and agents from and against all claims, losses,
23 liabilities, or damages, including attorney fees, arising out of or
24 resulting from the performance of this Agreement, caused in whole or in
25 part by any negligent act or omission of SUBGRANTEE or anyone directly
26 or indirectly employed by SUBGRANTEE, regardless of whether or not it is
27 caused in part by a party indemnified hereunder.

28 /////

10. Legal Relationship

- (a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- (b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.
- (c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.
- (d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer

1 under the Federal Insurance Contributions Act, the Federal Unemployment
2 Tax Act, Federal Social Security Acts, the Unemployment Compensation
3 Act, or any other Federal or State laws or acts which in any way
4 affect or relate to the relationship of employer and employee, and
5 shall be liable for any Social Security, Unemployment Compensation
6 or other taxes or penalties arising or levied by reason of the
7 employment of such persons employed by it. PRIME SPONSOR shall not
8 be liable for any worker's compensation or other benefits accruing
9 under any Federal or State law or acts to any persons employed by
10 the said SUBGRANTEE under this Agreement, but such liability, if
11 any, shall be exclusively that of SUBGRANTEE.

12 11. Monthly Report

13 SUBGRANTEE shall be responsible for filing monthly reports with PRIME
14 SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR
15 and shall contain all data and information concerning both quality and
16 quantity of program performance required by PRIME SPONSOR. Each report
17 shall set forth the extent to which the Program Performance Goals have
18 been met and shall explain in detail the reasons any such plans have not
19 been met. Each report shall set forth the extent expenditures exceed a
20 prorata portion of the entire budget category for the term of this program
21 and shall explain in detail the reasons for such excess.

22 12. Procedures for Corrective Action

23 (a) Whenever the County Administrative Officer of PRIME SPONSOR determines
24 in the manner set forth herein that SUBGRANTEE has failed to comply
25 with any provision of this SUBGRANT, the County Administrative Officer
26 may order corrective action.

27 (b) Before making such an order, the County Administrative Office or
28 his designee shall give SUBGRANTEE ten (10) days' written notice

1 setting forth the nature of SUBGRANTEE's noncompliance and a procedure
2 whereby SUBGRANTEE and its officers or responsible employees may
3 have an opportunity to meet with the County Administrative Office or
4 PRIME SPONSOR or his designee for the purposes of considering the
5 need for and nature of corrective action.

6 (c) An order for corrective action shall be in writing and shall set
7 forth specific directions for corrective action and a detailed
8 timetable for implementing the specific directions for reporting to
9 PRIME SPONSOR as to implementation. The order shall be served on
10 SUBGRANTEE.

11 (d) If SUBGRANTEE shall fail to implement an order for corrective action,
12 or if it shall fail to do so within the timetable set for implementation,
13 the County Administrative Officer of the PRIME SPONSOR may recommend
14 that the Governing Body suspend payments hereunder or terminate this
15 SUBGRANT.

16 (e) If SUBGRANTEE shall fail to comply with the administrative requirements
17 of this SUBGRANT, such as those requiring the timely submission of
18 all periodic reports, and if such failure shall not be suggestive of
19 other apparent misfeasance, malfeasance, or nonfeasance, the County
20 Administrative Officer shall be empowered, without consultation with
21 the Governing Body, to suspend or delay any and all payments under
22 this SUBGRANT until such failure is rectified.

23 13. Property

24 (a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall
25 be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall
26 be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-
27 70.102 (a), set forth therein, and as between PRIME SPONSOR and
28 SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor

agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

- (b) The SUBGRANTEE'S Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29-70.215-7 a copy to which is attached hereto and incorporated by this reference.

14. Program Income

- (a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion of PRIME SPONSOR, for a period of two (2) years from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.
- (b) In the case of income generated by projects under YCCIP, SUBGRANTEE may retain this income, at the discretion of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this section shall apply.
- (c) SUBGRANTEE shall make monthly reports on the expenditure of this income on forms approved by PRIME SPONSOR.
- (d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

15. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an

1 agreement or understanding for commission, percentage, brokerage, or
2 contingency fee. For breach or violation of this covenant the PRIME SPONSOR
3 shall have the right to annul this agreement without liability or, at its
4 discretion, to deduct from the compensation or otherwise recover, the full
5 amount of such commission, percentage, brokerage, or contingency fee.

6 16. Laws

7 SUBGRANTEE shall comply with all the applicable laws, decisions, statutes,
8 regulations and ordinances of the United States, the State of California,
9 and local governments, and as they are amended during the term of this
10 agreement.

11 17. Copyrights and Rights in Data

12 Where activities supported by this SUBGRANT produce original computer
13 programs, writing sound recordings, pictorial reproductions, drawings or
14 other graphical representation and works of any similar nature (the term
15 computer programs includes executable computer programs and supporting
16 data in any form), PRIME SPONSOR and/or the Department of Labor reserve
17 the right to use, duplicate, and disclose the same, in whole or in part,
18 in any manner for any purpose whatsoever, and to authorize others to do so.
19 If any material described in the previous sentence is subject to copyright,
20 PRIME SPONSOR and/or the Department of Labor reserve the right to copyright
21 such and SUBGRANTEE agrees not to copyright such material. If the material
22 is copyrighted, PRIME SPONSOR and/or the Department of Labor reserve a
23 royalty-free, non-exclusive, and irrevocable license to reproduce, publish,
24 and use such materials, in the whole or in part, and to authorize others
25 to do so.

26 18. Publication

27 Before publishing any materials produced by activities supported by this
28 agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance

of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial preface or introduction to these materials as published contain the following:

- (a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from the YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."
- (b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the Department of Labor. YOLO COUNTY and the Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."
- (c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials

1 to be published and resubmit them to PRIME SPONSOR which shall prepare
2 comments on the resubmitted data within thirty (30) days after receipt
3 thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE
4 shall determine whether or not to accept or adopt any of the comments on
5 the revised materials as resubmitted to PRIME SPONSOR and shall advise
6 PRIME SPONSOR of this determination within fifteen (15) days after receipt
7 of the comments of PRIME SPONSOR. Thereafter, the materials may be
8 published or revised in accordance with the procedures set forth above in
9 the publication of materials on which PRIME SPONSOR has submitted its
10 comments to SUBGRANTEE.

11 If PRIME SPONSOR has not submitted its comments on any materials submitted
12 to it within ninety (90) days after PRIME SPONSOR has received any such
13 materials, SUBGRANTEE may proceed to publish the materials in the form
14 in which they have been submitted to PRIME SPONSOR but shall include the
15 credit statement and the disclaimer statement set forth above, but without
16 any further comments.

17 19. Patents

18 If any discovery or invention arises or is developed in the course of or
19 as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer
20 the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees
21 that determination of rights to inventions or discoveries made under this
22 agreement shall be made by the Department of Labor, or its duly authorized
23 representatives, who shall have the sole and exclusive powers to determine
24 whether or not and where a patent application should be filed and to
25 determine the disposition of all rights in such inventions or discoveries,
26 including title to and license rights under any patent application or
27 patent which may issue thereon. The determination of DOL, or its duly
28 authorized representative, shall be accepted as final. SUBGRANTEE agrees

1 and otherwise recognizes that PRIME SPONSOR and/or The Department of Labor
2 shall acquire at least an irrevocable, non-exclusive, and royalty-free
3 license to practice and have practiced throughout the world for governmental
4 purposes any invention made in the course of or under this Agreement.

5 20. Personnel

- 6 (a) SUBGRANTEE represents that he has, or will secure at his own expense,
7 all personnel required in performing the services under this SUBGRANT.
8 Such personnel shall not be employees of or have any contractual
9 relationship with PRIME SPONSOR.
- 10 (b) All of the services hereunder will be performed by SUBGRANTEE or under
11 his/her supervision, and all personnel engaged in the work shall be
12 fully qualified and shall be authorized under State and local law to
13 perform such services.
- 14 (c) None of the work or services covered by this SUBGRANT shall be
15 subcontracted without the prior written approval of PRIME SPONSOR.
- 16 (d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of
17 an employee in anticipation of hiring an individual with funds
18 available under Titles II-D or VI. In addition, no participant shall
19 be used to fill positions or provide services normally provided by
20 temporary, part-time, or seasonal workers or contracted out, or to
21 fill full-time vacancies. SUBGRANTEE shall not hire any person into
22 any job funded under Titles II-D and VI when any other person is on
23 lay-off from the same or any substantially equivalent job.
- 24 (e) SUBGRANTEE represents that it has or will establish objective
25 personnel policies and practices for recruitment, selection, promotion,
26 classification, compensation, and performance evaluation that are
27 reflective of the Intergovernment Personnel Act Merit Principles.

28 /////

1 21. Assignments

2 Without the written consent of PRIME SPONSOR, this SUBGRANT is not
3 assignable by SUBGRANTEE either in whole or in part.

4 22. Alterations

5 No alteration or variation of the terms of this SUBGRANT shall be valid
6 unless made in writing and signed by the parties hereto.

7 23. Waiver

8 The waiver by PRIME SPONSOR of any default, breach or condition shall not
9 be construed as a waiver on the part of the PRIME SPONSOR of any other
10 default, breach or condition, or any other right hereunder.

11 24. Successors

12 This SUBGRANTEE shall bind and insure to the successors in interest of
13 PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been
14 expressly named herein.

15 25. Clean Air Act of 1970

16 If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees
17 to comply with all applicable standards, orders, or regulations issued
18 pursuant to the Clean Air Act of 1970.

19 26. Nepotism

20 Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause
21 or allow to be hired, a person into an administrative capacity, staff posi-
22 tion or public service employment position funded under CETA, if a member of
23 his or her immediate family is employed in an administrative capacity for
24 the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a
25 state or local statute regarding nepotism exists which is more restrictive

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28 //

1 than the above policy, the eligible applicant should follow the State or
2 local statute in lieu of the above policy.

3 (a) The term "member of the immediate family" includes: wife, husband, son,
4 daughter, mother, father, brother, brother-in-law, sister, sister-in-law,
5 son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle,
6 niece, nephew, step-parent, and step-child.

7 (b) The term "administrative capacity" includes those persons who have over-
8 all administrative responsibility for a program, including all elected and
9 appointed officials who have any responsibility for the obtaining of and/or
10 approval of any grant funded under the Act, such as members of the PRIME
11 SPONSOR Planning Council, or Private Industry Planning Council, who are not
12 economically disadvantaged, other officials who have influence or control
13 over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

14 (c) The term "staff position" includes all CETA staff positions funded
15 under the Act, such as instructors, counselors and other staff involved in
16 administrative, training or service activities.

17 27. Non-Discrimination

18 SUBGRANTEE shall comply with the requirements of 20CFR § 676.52 regarding
19 nondiscrimination.

20 28. Federal Aid

21 It is understood by the parties hereto that neither this Agreement nor any
22 Agreement pursuant hereto shall obligate the federal government to enter into
23 any Agreement with SUBGRANTEE or any other entity for federal financial
24 assistance in connection with this Agreement; or for the planning or under-
25 taking of any work element not included in this Agreement. Any such agree-
26 ment will be entered into at the sole discretion of the federal government.

27 29. Fidelity Bond

28 Prior to any disbursement of funds to SUBGRANTEE for any purpose other than

1 for premium for fidelity bonds, PRIME SPONSOR shall receive a statement from
2 SUBGRANTEE'S insurer certifying to PRIME SPONSOR that all personnel of SUB-
3 GRANTEE handling funds received from PRIME SPONSOR for disbursement under this
4 Agreement are covered by a fidelity bond in an amount and manner consistent
5 with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled
6 or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that
7 event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE
8 until the coverage initially approved by PRIME SPONSOR has been reinstated,
9 or equivalent coverage has been obtained.

10 30. Insurance

11 (a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall
12 maintain in full force and effect a policy of public liability insurance with
13 minimum coverages in an amount satisfactory to PRIME SPONSOR. If PRIME
14 SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an
15 additional insured on said policy and shall obtain a waiver of the insurer's
16 right of subrogation against PRIME SPONSOR.

17 (b) Worker's Compensation. During the term of this SUBGRANT, SUBGRANTEE
18 shall comply fully with the terms of the law of California concerning worker's
19 compensation. Said compliance shall include, but not be limited to, main-
20 taining in full force and effect one or more policies of insurance insuring
21 against any liability SUBGRANTEE may have for worker's compensation.

22 31. Entire Agreement Modifications

23 This Agreement constitutes the entire agreement between the parties hereto
24 for services furnished pursuant to this Agreement. This Agreement may be
25 modified, altered, or revised only upon the written consent of both parties
26 hereto.

27 32. Notices

28 All notices to be given SUBGRANTEE may be given by deposit in the United

1 States mail, postage prepaid, addressed to SUBGRANTEE at the address set
2 forth on the Signature Sheet. WHEREFORE, the parties have executed this
3 SUBGRANT No. 79-374.

4 33. Federal Regulations

5 The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675,
6 676, 677, 678, and 679, and 41 CFR Part 29-70 are attached hereto and in-
7 corporated into this SUBGRANT.

COUNTY OF YOLO, PRIME SPONSOR

8 *Reby G. Merriand*
9 (Signature of Authorized Officer)

10
11 Chairman, Yolo County
12 Board of Supervisors

13 (Title of Authorized Officer)

14
15 Young Men's Christian Association
16 (Legal Name of SUBGRANTEE)

17 *Thomas D. Sloan*
18 (Signature of Authorized Officer)

19
20
21 10/10 1979
22 (Date)

23 *General Director*
24 (Title of Authorized Officer)

25 ////

26 ////

27 ////

28 ////

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FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 41 CFR, Part 29-70 are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

Yolo County YMCA
Name of Subgrantee

Thomas D. Sloan
Authorized Signature

10/10/79
Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
 - a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder; and
 - b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.
2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.
3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
 - a. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
 - b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
 - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.
 - d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).
 - e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).
 - f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7)).
 - g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).
 - h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

1. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).
- j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.
- k. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.
- l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).
- n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20 CFR 677.13(c)(3)).
- o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).
- p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

- q. For programs of public service employment under CETA, no jobs will be created on promotional line that will interfere in any way upon promotional opportunities of persons currently in jobs not funded under CETA (20 CFR 676.73).
- r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).
- t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).
- u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).
- v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining

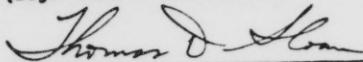
agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

- w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).
- x. For each participant employment and training activities funded under Title II of CETA, an Employability Development Plan (EDP) will be developed by the SUBGRANTEE. The Employability Development Plan shall include at least the following: 1) assessment data showing the participant's employability readiness; 2) barriers to employment faced by the participant; 3) specific employment and training needs; 4) specific services and activities to be developed and provided to meet those needs; and 5) an individualized plan for transition from program activities to placement in unsubsidized employment. The EDP shall be reviewed periodically throughout the duration of the participation, and revised accordingly (20 CFR 677.2).
- y. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).
- z. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

Young Men's Christian Association
(Legal Name of SUBGRANTEE)

10/10 1979
(Date)


(Signature of Authorized Officer)

General Director
(Title of Authorized Officer)

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
 Room 102, Yolo County Courthouse, Woodland, California 95695

CETA TITLE II-D OPERATING BUDGET

☒ ORIGINAL ☐ REVISION NO. _____

DATE September 6, 1979

Subgrantee Name and Address:
Young Men's Christian Association
1300 College Street
Woodland, CA 95695

Contact Person Tom Sloan
 Phone 662-1086 Contract No. _____
 Period: From 10-1-79 To 9-30-80
 Program Name _____

MONTH	ACTIVITY						TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	
OCT.			1,489				1,489
NOV.			1,489				1,489
DEC.			1,489				1,489
JAN.			1,489				1,489
FEB.			1,489				1,489
MAR.			1,489				1,489
APR.			1,489				1,489
MAY			1,489				1,489
JUNE			1,489				1,489
JULY			1,489				1,489
AUG.			1,489				1,489
SEPT.			1,489				1,489
TOTAL			17,868				17,868

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.			1,340	149			1,489
NOV.			1,340	149			1,489
DEC.			1,340	149			1,489
JAN.			1,340	149			1,489
FEB.			1,340	149			1,489
MAR.			1,340	149			1,489
APR.			1,340	149			1,489
MAY			1,340	149			1,489
JUNE			1,340	149			1,489
JULY			1,340	149			1,489
AUG.			1,340	149			1,489
SEPT.			1,340	149			1,489
TOTAL			16,080	1,788			17,868

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT

Thomas D. Sloan, General Director
 Name and Title of Authorized Official

Thomas D. Sloan 10/6/79
 Signature Date

For CETA Approval Only:

Robert C. Boyer 9-6-79
 Accountant Date

James L. [Signature] 7-28-79
 Principal Administrative Analyst Date

Position Listing

Title II-D

YMCA

<u>Position</u>	<u>Salary</u> <u>10-1-79 to 9-30-80</u>	<u>Benefits</u> <u>9-30-80</u>	<u>Total</u>
1 Assistant Program Director 12 mo. @ 700/72	\$ 8,400	\$ 864	\$9,264
1 Clerk Typist 12 mo. @ 640/77	7,680	924	8,604
<u>2</u>	<u>\$16,080</u>	<u>\$1,788</u>	<u>\$17,868</u>

COUNTY OF YOLO

Subgrant Signature Sheet

Title II D PSE

Agreement/ 79-375
Subgrant No.

Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of California

Subgrantee
Yolo County Housing Authority

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and
The Yolo County Housing Authority hereinafter referred
to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive
Employment and Training Program in accordance with the provisions of the agreement.

FILED

Program : Yolo County Housing Authority

OCT - 9 1979

Mailing Address : P. O. Box 57

PETER McNAMEE, Clerk
By _____
Deputy

City : Woodland, CA 95695

Phone: 662-5428

Program Director: D. Ross Parker

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment
and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of
the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and
conditions set forth therein including the Assurances and Certifications.

The term of the SUBGRANT shall begin on October 1, 1979.

The term of the SUBGRANT shall end on September 30, 1980.

The total amount of the SUBGRANT is \$32,532.

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

D. Ross Parker

By Signature

Betsy A. Marchand

Name and Title

Date

D. ROSS PARKER EXECUTIVE DIRECTOR
YOLO COUNTY HOUSING AUTHORITY

OCT. 5 1979

Name and Title

Date

Betsy A. Marchand, Chairman
Yolo County, Board of Supervisors

OCT 2 - 1979

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of October, 1979,
by and between the County of Yolo, a political subdivision, hereinafter called
PRIME SPONSOR or County, and the Yolo County Housing
Authority hereinafter called SUBGRANTEE.

WITNESSETH:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 676 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
 - (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).
 - (e) Advising all participants of their rights and responsibilities prior

to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR §676.83 and 676.84; and

(f) Making maximum efforts to achieve the provision of the plan.

2. The Yolo County Housing Authority is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679
- (d) Code of Federal Regulations - 41 CFR Part 29-70
- (e) Assurances and Certifications
- (f) Operating Budget
- (g) Position Listings
- (h)
- (i)
- (j)
- (k)
- (l)
- (m)
- (n)
- (o)
- (p)
- (q)

1 2. Program

2 SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME
3 SPONSOR perform the services described in the attachments listed above
4 under Subgrant which are subject to all the terms, conditions, and
5 assurances of this SUBGRANT.

6 3. Term

7 The term of this SUBGRANT shall begin October 1, 1979
8 and shall end September 30, 1980, as set forth on the
9 Signature Sheet. Grant funds may not, without advance written approval by
10 PRIME SPONSOR, be obligated before the beginning of the term or after the
11 ending of the term.

12 4. Payment

13 PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs
14 incurred in the performance of this contract in accordance with the following:

15 (a) Total Reimbursement shall not exceed the amount of \$ 32,532.

16 as set forth on Signature Sheet.

17 (b) Payment of costs incurred in the performance of this contract shall be
18 paid on the basis of an approved monthly claim as follows:

19 (1) Within ten (10) days following the completion of each calender
20 month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing
21 all expenditures made pursuant to this SUBGRANT during the
22 preceding month.

23 (2) The County Administrative Officer of PRIME SPONSOR, or his de-
24 signee, shall review that claim, may review the records, books of
25 account, trial balance and vouchers of SUBGRANTEE, and shall
26 approve the claim to the extent that SUBGRANTEE has incurred
27 reasonable and necessary costs pursuant to this subgrant,
28 including the Budget Schedules attached hereto.

1 (3) To the extent permitted by the federal government, the County
2 Administrative Officer or his designee may approve an advance of
3 working capital to SUBGRANTEE. Each advance of working capital
4 may be made only upon application in writing by SUBGRANTEE. Each
5 approval shall be in writing and shall set forth the terms for
6 repayment. Repayment shall be offset against amounts payable
7 on monthly claims. The terms of repayment may be modified by
8 written order of the County Administrative Officer or his designee.
9 Upon termination of this subgrant any unpaid advances shall be
10 offset against any remaining payments to SUBGRANTEE. Any advances
11 exceeding remaining payments shall be repaid to PRIME SPONSOR
12 immediately.

13 (c) Reasonable and necessary costs shall be determined by PRIME SPONSOR
14 in accordance with the requirements of the United States Department of
15 Labor regulations and the United States General Services Administration
16 Federal Management Circular 74-4, United States Office of Management
17 and Budget Circular A-102, and any additional requirements or procedures
18 established by PRIME SPONSOR.

19 (d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME
20 SPONSOR has made applications to the United States Department of Labor
21 for a grant of funds under the Comprehensive Employment and Training
22 Act of 1973, as amended, for the purpose of funding services under this
23 contract and that PRIME SPONSOR is not obligated to provide funds to
24 SUBGRANTEE and SUBGRANTEE is not obligated to provide services under
25 the contract until such funds are made available to PRIME SPONSOR by
26 the Department of Labor.

27 (e) Approved claims shall be paid only from funds granted to PRIME SPONSOR
28 by the Department of Labor.

1 5. Records, Audits, Inspection

2 (a) Establishment and Maintenance of Records

3 The SUBGRANTEE shall maintain records, including but not limited to
4 books, financial records, supporting documents, statistical records,
5 personnel, property, participant, and all other pertinent records
6 sufficient to reflect properly, (a) all direct and indirect costs of
7 whatsoever nature claimed to have been incurred and anticipated to
8 be incurred to perform this contract, and (b) all other matters
9 covered by this SUBGRANT for which the maintenance and retention of
10 records is required by law, including but not limited to U. S. GSA
11 Federal Management Circular 74-4, and regulations of the U. S.
12 Department of Labor, including but not limited to 20 CFR §676.35 and
13 41 CFR §29-70.203. The obligation to maintain and preserve records
14 shall not be diminished by any instructions or advice given by PRIME
15 SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to
16 PRIME SPONSOR.

17 (b) Preservation of Records

18 SUBGRANTEE shall preserve and make available its records related to
19 this SUBGRANT (a) until the expiration of three (3) years from the
20 date of final payment to SUBGRANTEE under this SUBGRANT except that
21 records relating to participants' participation in a CETA program
22 shall be maintained for each participant for a period of five (5)
23 years from the date of enrollment into the program.
24 If, prior to the expiration of the required retention period, any
25 litigation or audit is begun or a claim is instituted involving
26 the records, SUBGRANTEE shall retain the records beyond the
27 retention period until the litigation, audit findings, or claim
28 has been finally resolved.

1 (c) Accounting by SUBGRANTEE

2 SUBGRANTEE shall establish and maintain at all times, on a current
3 basis in conjunction with the Program, an adequate accrual system of
4 accounting covering all costs, items and expenditures with respect
5 to the Program, in accordance with generally accepted accounting
6 principles and standards, and in accordance with requirements of the
7 federal government and any PRIME SPONSOR requirements as set forth
8 in the "Subgrantees' Fiscal Activities Manual."

9 (d) Examination of Records and Facilities

10 At any time during normal business hours, PRIME SPONSOR or duly
11 authorized representative thereof, shall until expiration of three
12 (3) years after final payment under this SUBGRANT, or any longer
13 period as required by applicable law, have access to and the right
14 to examine its offices, and facilities engaged in performance of this
15 SUBGRANT and all its records with respect to all matters covered by
16 this SUBGRANT, including the right to audit, examine and make excerpts
17 of transcripts and from such records to make audit of all contracts
18 and subcontracts, invoices, payrolls, records or personnel conditions
19 of employment, material and all other data relating to matters covered
20 by the SUBGRANT.

21 (e) Documentation of Cost

22 All cost shall be supported by properly executed payrolls, time
23 records, invoices, contracts, or vouchers or other official documen-
24 tation evidencing in proper detail the nature and the propriety of the
25 charge. All checks, payrolls, accounting documents, pertaining in
26 whole or part of this contract shall be clearly identified and
27 readily accessible.

28 6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this Agreement in the event of any of the following occurrences, to wit:

- (a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.
- (b) If SUBGRANTEE is in default under any provisions of this agreement.
- (c) If SUBGRANTEE maintains a pattern of discrimination.
- (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.
- (e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.
- (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

- (1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.
- (2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.
- (3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.
- (4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is

1 made. SUBGRANTEE shall not be relieved of liability to PRIME
2 SPONSOR for damages sustained by PRIME SPONSOR by virtue of any
3 breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may
4 withhold any reimbursement to SUBGRANTEE for the purpose of
5 setoff until such time as the exact amount of damages due PRIME
6 SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

7 (b) Without Cause

8 Either party may terminate this SUBGRANT at any time by giving
9 written notice to the other party of such termination and specifying the
10 effective date thereof, at least 30 days before the effective date
11 of such termination. If the SUBGRANT is terminated
12 as provided herein, SUBGRANTEE will be paid an amount which the same
13 ratio to the total compensation as the service actually performed
14 bears to the total services of SUBGRANTEE covered by this SUBGRANT,
15 less payments of compensation previously made.

16 8. Severability of Provisions

17 If any provisions of this SUBGRANT are held invalid, the remainder of this
18 SUBGRANT shall not be affected thereby, if such remainder would then
19 continue to conform to terms and requirements of applicable law.

20 9. Exculpatory Clause

21 SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its
22 officers, employees and agents from and against all claims, losses,
23 liabilities, or damages, including attorney fees, arising out of or
24 resulting from the performance of this Agreement, caused in whole or in
25 part by any negligent act or omission of SUBGRANTEE or anyone directly
26 or indirectly employed by SUBGRANTEE, regardless of whether or not it is
27 caused in part by a party indemnified hereunder.

28 /////

10. Legal Relationship

- (a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- (b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.
- (c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.
- (d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer

1 under the Federal Insurance Contributions Act, the Federal Unemployment
2 Tax Act, Federal Social Security Acts, the Unemployment Compensation
3 Act, or any other Federal or State laws or acts which in any way
4 affect or relate to the relationship of employer and employee, and
5 shall be liable for any Social Security, Unemployment Compensation
6 or other taxes or penalties arising or levied by reason of the
7 employment of such persons employed by it. PRIME SPONSOR shall not
8 be liable for any worker's compensation or other benefits accruing
9 under any Federal or State law or acts to any persons employed by
10 the said SUBGRANTEE under this Agreement, but such liability, if
11 any, shall be exclusively that of SUBGRANTEE.

12 11. Monthly Report

13 SUBGRANTEE shall be responsible for filing monthly reports with PRIME
14 SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR
15 and shall contain all data and information concerning both quality and
16 quantity of program performance required by PRIME SPONSOR. Each report
17 shall set forth the extent to which the Program Performance Goals have
18 been met and shall explain in detail the reasons any such plans have not
19 been met. Each report shall set forth the extent expenditures exceed a
20 prorata portion of the entire budget category for the term of this program
21 and shall explain in detail the reasons for such excess.

22 12. Procedures for Corrective Action

- 23 (a) Whenever the County Administrative Officer of PRIME SPONSOR determines
24 in the manner set forth herein that SUBGRANTEE has failed to comply
25 with any provision of this SUBGRANT, the County Administrative Officer
26 may order corrective action.
- 27 (b) Before making such an order, the County Administrative Office or
28 his designee shall give SUBGRANTEE ten (10) days' written notice

1 setting forth the nature of SUBGRANTEE'S noncompliance and a procedure
2 whereby SUBGRANTEE and its officers or responsible employees may
3 have an opportunity to meet with the County Administrative Office or
4 PRIME SPONSOR or his designee for the purposes of considering the
5 need for and nature of corrective action.

6 (c) An order for corrective action shall be in writing and shall set
7 forth specific directions for corrective action and a detailed
8 timetable for implementing the specific directions for reporting to
9 PRIME SPONSOR as to implementation. The order shall be served on
10 SUBGRANTEE.

11 (d) If SUBGRANTEE shall fail to implement an order for corrective action,
12 or if it shall fail to do so within the timetable set for implementation,
13 the County Administrative Officer of the PRIME SPONSOR may recommend
14 that the Governing Body suspend payments hereunder or terminate this
15 SUBGRANT.

16 (e) If SUBGRANTEE shall fail to comply with the administrative requirements
17 of this SUBGRANT, such as those requiring the timely submission of
18 all periodic reports, and if such failure shall not be suggestive of
19 other apparent misfeasance, malfeasance, or nonfeasance, the County
20 Administrative Officer shall be empowered, without consultation with
21 the Governing Body, to suspend or delay any and all payments under
22 this SUBGRANT until such failure is rectified.

23 13. Property

24 (a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall
25 be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall
26 be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-
27 70.102 (a), set forth therein, and as between PRIME SPONSOR and
28 SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor

1 agency set forth therein. Generally it is expected that grant property
2 will be retained and used throughout its useful life in the grant
3 program for which it was acquired or if that program is terminated, or
4 if the property is no longer needed in the program, in any other similar
5 program of SUBGRANTEE, or PRIME SPONSOR.

- 6 (b) The SUBGRANTEE'S Property Standards of Non-Expendable Personal Property
7 shall comply with 41 CFR §29-70.215-7 a copy to which is attached
8 hereto and incorporated by this reference.

9 14. Program Income

- 10 (a) All income generated as a result of CETA activities may be retained
11 by SUBGRANTEE, at the discretion of PRIME SPONSOR, for a period of
12 two (2) years from the expiration of this SUBGRANT and shall be used
13 by SUBGRANTEE to carry out any CETA activity authorized by this
14 SUBGRANT.
- 15 (b) In the case of income generated by projects under YCCIP, SUBGRANTEE
16 may retain this income, at the discretion of PRIME SPONSOR, for two
17 (2) years after expiration of this SUBGRANT and apply it to the costs
18 of the project. If the project is not continued beyond the expiration
19 date of this SUBGRANT, the conditions in part (a) of this section
20 shall apply.
- 21 (c) SUBGRANTEE shall make monthly reports on the expenditure of this
22 income on forms approved by PRIME SPONSOR.
- 23 (d) Income which remains unexpended beyond the applicable time periods
24 set forth in parts (a) and (b) of this section shall be returned to
25 the PRIME SPONSOR.

26 15. Contingent Fee

27 SUBGRANTEE warrants that no person, selling agency or other organization
28 has been employed or retained to solicit or secure this agreement upon an

1 agreement or understanding for commission, percentage, brokerage, or
2 contingency fee. For breach or violation of this covenant the PRIME SPONSOR
3 shall have the right to annul this agreement without liability or, at its
4 discretion, to deduct from the compensation or otherwise recover, the full
5 amount of such commission, percentage, brokerage, or contingency fee.

6 16. Laws

7 SUBGRANTEE shall comply with all the applicable laws, decisions, statutes,
8 regulations and ordinances of the United States, the State of California,
9 and local governments, and as they are amended during the term of this
10 agreement.

11 17. Copyrights and Rights in Data

12 Where activities supported by this SUBGRANT produce original computer
13 programs, writing sound recordings, pictorial reproductions, drawings or
14 other graphical representation and works of any similar nature (the term
15 computer programs includes executable computer programs and supporting
16 data in any form), PRIME SPONSOR and/or the Department of Labor reserve
17 the right to use, duplicate, and disclose the same, in whole or in part,
18 in any manner for any purpose whatsoever, and to authorize others to do so.
19 If any material described in the previous sentence is subject to copyright,
20 PRIME SPONSOR and/or the Department of Labor reserve the right to copyright
21 such and SUBGRANTEE agrees not to copyright such material. If the material
22 is copyrighted, PRIME SPONSOR and/or the Department of Labor reserve a
23 royalty-free, non-exclusive, and irrevocable license to reproduce, publish,
24 and use such materials, in the whole or in part, and to authorize others
25 to do so.

26 18. Publication

27 Before publishing any materials produced by activities supported by this
28 agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance

of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial preface or introduction to these materials as published contain the following:

- (a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from the YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."
- (b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the Department of Labor. YOLO COUNTY and the Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."
- (c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials

1 to be published and resubmit them to PRIME SPONSOR which shall prepare
2 comments on the resubmitted data within thirty (30) days after receipt
3 thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE
4 shall determine whether or not to accept or adopt any of the comments on
5 the revised materials as resubmitted to PRIME SPONSOR and shall advise
6 PRIME SPONSOR of this determination within fifteen (15) days after receipt
7 of the comments of PRIME SPONSOR. Thereafter, the materials may be
8 published or revised in accordance with the procedures set forth above in
9 the publication of materials on which PRIME SPONSOR has submitted its
10 comments to SUBGRANTEE.

11 If PRIME SPONSOR has not submitted its comments on any materials submitted
12 to it within ninety (90) days after PRIME SPONSOR has received any such
13 materials, SUBGRANTEE may proceed to publish the materials in the form
14 in which they have been submitted to PRIME SPONSOR but shall include the
15 credit statement and the disclaimer statement set forth above, but without
16 any further comments.

17 19. Patents

18 If any discovery or invention arises or is developed in the course of or
19 as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer
20 the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees
21 that determination of rights to inventions or discoveries made under this
22 agreement shall be made by the Department of Labor, or its duly authorized
23 representatives, who shall have the sole and exclusive powers to determine
24 whether or not and where a patent application should be filed and to
25 determine the disposition of all rights in such inventions or discoveries,
26 including title to and license rights under any patent application or
27 patent which may issue thereon. The determination of DOL, or its duly
28 authorized representative, shall be accepted as final. SUBGRANTEE agrees

1 and otherwise recognizes that PRIME SPONSOR and/or The Department of Labor
2 shall acquire at least an irrevocable, non-exclusive, and royalty-free
3 license to practice and have practiced throughout the world for governmental
4 purposes any invention made in the course of or under this Agreement.

5 20. Personnel

- 6 (a) SUBGRANTEE represents that he has, or will secure at his own expense,
7 all personnel required in performing the services under this SUBGRANT.
8 Such personnel shall not be employees of or have any contractual
9 relationship with PRIME SPONSOR.
- 10 (b) All of the services hereunder will be performed by SUBGRANTEE or under
11 his/her supervision, and all personnel engaged in the work shall be
12 fully qualified and shall be authorized under State and local law to
13 perform such services.
- 14 (c) None of the work or services covered by this SUBGRANT shall be
15 subcontracted without the prior written approval of PRIME SPONSOR.
- 16 (d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of
17 an employee in anticipation of hiring an individual with funds
18 available under Titles II-D or VI. In addition, no participant shall
19 be used to fill positions or provide services normally provided by
20 temporary, part-time, or seasonal workers or contracted out, or to
21 fill full-time vacancies. SUBGRANTEE shall not hire any person into
22 any job funded under Titles II-D and VI when any other person is on
23 lay-off from the same or any substantially equivalent job.
- 24 (e) SUBGRANTEE represents that it has or will establish objective
25 personnel policies and practices for recruitment, selection, promotion,
26 classification, compensation, and performance evaluation that are
27 reflective of the Intergovernment Personnel Act Merit Principles.

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1 21. Assignments

2 Without the written consent of PRIME SPONSOR, this SUBGRANT is not
3 assignable by SUBGRANTEE either in whole or in part.

4 22. Alterations

5 No alteration or variation of the terms of this SUBGRANT shall be valid
6 unless made in writing and signed by the parties hereto.

7 23. Waiver

8 The waiver by PRIME SPONSOR of any default, breach or condition shall not
9 be construed as a waiver on the part of the PRIME SPONSOR of any other
10 default, breach or condition, or any other right hereunder.

11 24. Successors

12 This SUBGRANTEE shall bind and insure to the successors in interest of
13 PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been
14 expressly named herein.

15 25. Clean Air Act of 1970

16 If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees
17 to comply with all applicable standards, orders, or regulations issued
18 pursuant to the Clean Air Act or 1970.

19 26. Nepotism

20 Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause
21 or allow to be hired, a person into an administrative capacity, staff posi-
22 tion or public service employment position funded under CETA, if a member of
23 his or her immediate family is employed in an administrative capacity for
24 the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a
25 state or local statute regarding nepotism exists which is more restrictive

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1 than the above policy, the eligible applicant should follow the State or
2 local statute in lieu of the above policy.

3 (a) The term "member of the immediate family" includes: wife, husband, son,
4 daughter, mother, father, brother, brother-in-law, sister, sister-in-law,
5 son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle,
6 niece, nephew, step-parent, and step-child.

7 (b) The term "administrative capacity" includes those persons who have over-
8 all administrative responsibility for a program, including all elected and
9 appointed officials who have any responsibility for the obtaining of and/or
10 approval of any grant funded under the Act, such as members of the PRIME
11 SPONSOR Planning Council, or Private Industry Planning Council, who are not
12 economically disadvantaged, other officials who have influence or control
13 over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

14 (c) The term "staff position" includes all CETA staff positions funded
15 under the Act, such as instructors, counselors and other staff involved in
16 administrative, training or service activities.

17 27. Non-Discrimination

18 SUBGRANTEE shall comply with the requirements of 20CFR § 676.52 regarding
19 nondiscrimination.

20 28. Federal Aid

21 It is understood by the parties hereto that neither this Agreement nor any
22 Agreement pursuant hereto shall obligate the federal government to enter into
23 any Agreement with SUBGRANTEE or any other entity for federal financial
24 assistance in connection with this Agreement; or for the planning or under-
25 taking of any work element not included in this Agreement. Any such agree-
26 ment will be entered into at the sole discretion of the federal government.

27 29. Fidelity Bond

28 Prior to any disbursement of funds to SUBGRANTEE for any purpose other than

1 for premium for fidelity bonds, PRIME SPONSOR shall receive a statement from
2 SUBGRANTEE'S insurer certifying to PRIME SPONSOR that all personnel of SUB-
3 GRANTEE handling funds received from PRIME SPONSOR for disbursement under this
4 Agreement are covered by a fidelity bond in an amount and manner consistent
5 with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled
6 or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that
7 event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE
8 until the coverage initially approved by PRIME SPONSOR has been reinstated,
9 or equivalent coverage has been obtained.

10 30. Insurance

11 (a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall
12 maintain in full force and effect a policy of public liability insurance with
13 minimum coverages in an amount satisfactory to PRIME SPONSOR. If PRIME
14 SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an
15 additional insured on said policy and shall obtain a waiver of the insurer's
16 right of subrogation against PRIME SPONSOR.

17 (b) Worker's Compensation. During the term of this SUBGRANT, SUBGRANTEE
18 shall comply fully with the terms of the law of California concerning worker's
19 compensation. Said compliance shall include, but not be limited to, main-
20 taining in full force and effect one or more policies of insurance insuring
21 against any liability SUBGRANTEE may have for worker's compensation.

22 31. Entire Agreement Modifications

23 This Agreement constitutes the entire agreement between the parties hereto
24 for services furnished pursuant to this Agreement. This Agreement may be
25 modified, altered, or revised only upon the written consent of both parties
26 hereto.

27 32. Notices

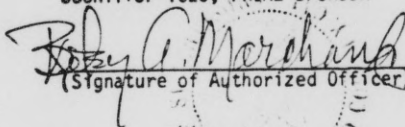
28 All notices to be given SUBGRANTEE may be given by deposit in the United

1 States mail, postage prepaid, addressed to SUBGRANTEE at the address set
2 forth on the Signature Sheet. WHEREFORE, the parties have executed this
3 SUBGRANT No. 79-375.

4 33. Federal Regulations

5 The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675,
6 676, 677, 678, and 679, and 41 CFR Part 29-70 are attached hereto and in-
7 corporated into this SUBGRANT.

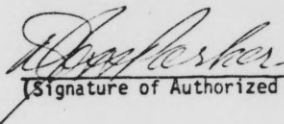
8 COUNTY OF YOLO, PRIME SPONSOR

9 
10 (Signature of Authorized Officer)

11 Chairman, Yolo County
12 Board Of Supervisors

13 (Title of Authorized Officer)

14
15 Yolo County Housing Authority
16 (Legal Name of SUBGRANTEE)

17 
18 (Signature of Authorized Officer)

19
20 OCT. 5 1979

21 19

22 EXECUTIVE DIRECTOR

23 (Date)

24 (Title of Authorized Officer)

25 ////

26 ////

27 ////

28 ////

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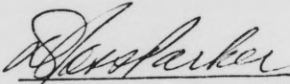
FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 41 CFR, Part 29-70 are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

YOLO COUNTY HOUSING AUTHORITY

Name of Subgrantee



Authorized Signature EXECUTIVE DIRECTOR

OCT. 5 1979

Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
 - a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder; and
 - b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.
2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.
3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
 - a. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
 - b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
 - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.
 - d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).
 - e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).
 - f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7)).
 - g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).
 - h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

1. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).
- j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.
- k. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.
1. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).
- n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20 CFR 677.13(c)(3)).
- o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).
- p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

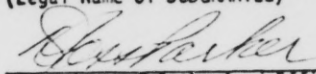
- q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of persons currently in jobs not funded under CETA (20 CFR 676.73).
- r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).
- t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).
- u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).
- v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining

agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

- w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).
- x. For each participant employment and training activities funded under Title II of CETA, an Employability Development Plan (EDP) will be developed by the SUBGRANTEE. The Employability Development Plan shall include at least the following: 1) assessment data showing the participant's employability readiness; 2) barriers to employment faced by the participant; 3) specific employment and training needs; 4) specific services and activities to be developed and provided to meet those needs; and 5) an individualized plan for transition from program activities to placement in unsubsidized employment. The EDP shall be reviewed periodically throughout the duration of the participation, and revised accordingly (20 CFR 677.2).
- y. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).
- z. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

Yolo County Housing Authority
(Legal Name of SUBGRANTEE)


(Signature of Authorized Officer)

EXECUTIVE DIRECTOR

(Title of Authorized Officer)

OCT. 5 1979

(Date)

19

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
 Room 102, Yolo County Courthouse, Woodland, California 95695

CETA TITLE II-D OPERATING BUDGET

☒ ORIGINAL ☐ REVISION NO. _____

DATE September 5, 1979

Subgrantee Name and Address:
Yolo County Housing Authority
P.O. Box 57
Woodland, CA 95695

Contact Person D. Ross Parker
 Phone 662-5428 Contract No. _____
 Period: From 10-1-79 To 9-30-80
 Program Name _____

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.			2,549					2,549
NOV.			2,549					2,549
DEC.			2,549					2,549
JAN.			2,677					2,677
FEB.			2,677					2,677
MAR.			2,677					2,677
APR.			2,677					2,677
MAY			2,677					2,677
JUNE			2,677					2,677
JULY			2,941					2,941
AUG.			2,941					2,941
SEPT.			2,941					2,941
TOTAL			32,532					32,532

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.			1,810	739			2,549
NOV.			1,810	739			2,549
DEC.			1,810	739			2,549
JAN.			1,901	776			2,677
FEB.			1,901	776			2,677
MAR.			1,901	776			2,677
APR.			1,901	776			2,677
MAY			1,901	776			2,677
JUNE			1,901	776			2,677
JULY			2,088	853			2,941
AUG.			2,088	853			2,941
SEPT.			2,088	853			2,941
TOTAL			23,100	9,432			32,532

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

YOLO COUNTY HOUSING AUTHORITY
D. ROSS PARKER EXECUTIVE DIRECTOR

For CETA Approval Only:

Name and Title of Authorized Official
D. Ross Parker OCT. 5 1979
 Signature _____ Date _____

D. Ross Parker 9-6-79
 Accountant _____ Date _____
L. L. Parker 9-29-79
 Principal Administrative Analyst _____ Date _____

Position Listing

Title II-D

Yolo County Housing Authority

<u>Position</u>	<u>Salary</u> <u>10-1-79 to 9-30-80</u>	<u>Benefits</u> <u>10-1-79 to 9-30-80</u>	<u>Total</u>
1 Administrative Assistant 12 mo. @ 585/252	\$ 7,020	\$3,024	\$10,044
1 Administrative Clerk I 12 mo. @ 755/282	9,060	3,384	12,444
1 Account Clerk Trainee 12 mo. @ 585/252	<u>7,020</u>	<u>3,024</u>	<u>10,044</u>
3	<u>\$23,100</u>	<u>\$9,432</u>	<u>\$32,532</u>

BK.

Subgrant Signature Sheet

Title IID PSEAgreement/ 79-376
Subgrant No.Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of CaliforniaSubgrantee
Yolo Family Service Agency

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and the Yolo Family Service Agency hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

FILED

NOV 14 1979

Program : Yolo Family Service Agency

Mailing Address : 327 College Street

PETER McNAMEE, Clerk

By *Peter McNamee*

Deputy

City : Woodland, CA 95695

Phone: 662-2211

Program Director: Elizabeth Globus

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the Assurances and Certifications.

The term of the SUBGRANT shall begin on October 1, 1979The term of the SUBGRANT shall end on September 30, 1980The total amount of the SUBGRANT is \$8,892

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

By Signature

*Shirley Rominger**Betsy A. Marchand*

Name and Title

Date

Name and Title

Date

SHIRLEY ROMINGER

PRESIDENT, BOARD OF DIRECTORS

10/19/79

BETSY A. MARCHAND, Chairman
Yolo County Board of Supervisors

OCT 2 - 1979

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of October, 1979, by and between the County of Yolo, a political subdivision, hereinafter called PRIME SPONSOR or County, and the Yolo Family Service Agency hereinafter called SUBGRANTEE.

WITNESSETH:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 676 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
 - (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).
 - (e) Advising all participants of their rights and responsibilities prior

to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR §676.83 and 676.84; and

(f) Making maximum efforts to achieve the provision of the plan.

2. The Yolo Family Service Agency is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679
- (d) Code of Federal Regulations - 41 CFR Part 29-70
- (e) Assurances and Certifications
- (f) Operating Budget
- (g) Position Listing
- (h)
- (i)
- (j)
- (k)
- (l)
- (m)
- (n)
- (o)
- (p)
- (q)

1 2. Program

2 SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME
3 SPONSOR perform the services described in the attachments listed above
4 under Subgrant which are subject to all the terms, conditions, and
5 assurances of this SUBGRANT.

6 3. Term

7 The term of this SUBGRANT shall begin October 1, 1979,
8 and shall end September 30, 1980, as set forth on the
9 Signature Sheet. Grant funds may not, without advance written approval by
10 PRIME SPONSOR, be obligated before the beginning of the term or after the
11 ending of the term.

12 4. Payment

13 PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs
14 incurred in the performance of this contract in accordance with the following:

15 (a) Total Reimbursement shall not exceed the amount of \$ 8,892,
16 as set forth on Signature Sheet.

17 (b) Payment of costs incurred in the performance of this contract shall be
18 paid on the basis of an approved monthly claim as follows:

19 (1) Within ten (10) days following the completion of each calendar
20 month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing
21 all expenditures made pursuant to this SUBGRANT during the
22 preceding month.

23 (2) The County Administrative Officer of PRIME SPONSOR, or his de-
24 signee, shall review that claim, may review the records, books of
25 account, trial balance and vouchers of SUBGRANTEE, and shall
26 approve the claim to the extent that SUBGRANTEE has incurred
27 reasonable and necessary costs pursuant to this subgrant,
28 including the Budget Schedules attached hereto.

1 (3) To the extent permitted by the federal government, the County
2 Administrative Officer or his designee may approve an advance of
3 working capital to SUBGRANTEE. Each advance of working capital
4 may be made only upon application in writing by SUBGRANTEE. Each
5 approval shall be in writing and shall set forth the terms for
6 repayment. Repayment shall be offset against amounts payable
7 on monthly claims. The terms of repayment may be modified by
8 written order of the County Administrative Officer or his designee.
9 Upon termination of this subgrant any unpaid advances shall be
10 offset against any remaining payments to SUBGRANTEE. Any advances
11 exceeding remaining payments shall be repaid to PRIME SPONSOR
12 immediately.

13 (c) Reasonable and necessary costs shall be determined by PRIME SPONSOR
14 in accordance with the requirements of the United States Department of
15 Labor regulations and the United States General Services Administration
16 Federal Management Circular 74-4, United States Office of Management
17 and Budget Circular A-102, and any additional requirements or procedures
18 established by PRIME SPONSOR.

19 (d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME
20 SPONSOR has made applications to the United States Department of Labor
21 for a grant of funds under the Comprehensive Employment and Training
22 Act of 1973, as amended, for the purpose of funding services under this
23 contract and that PRIME SPONSOR is not obligated to provide funds to
24 SUBGRANTEE and SUBGRANTEE is not obligated to provide services under
25 the contract until such funds are made available to PRIME SPONSOR by
26 the Department of Labor.

27 (e) Approved claims shall be paid only from funds granted to PRIME SPONSOR
28 by the Department of Labor.

1 5. Records, Audits, Inspection

2 (a) Establishment and Maintenance of Records

3 The SUBGRANTEE shall maintain records, including but not limited to
4 books, financial records, supporting documents, statistical records,
5 personnel, property, participant, and all other pertinent records
6 sufficient to reflect properly, (a) all direct and indirect costs of
7 whatsoever nature claimed to have been incurred and anticipated to
8 be incurred to perform this contract, and (b) all other matters
9 covered by this SUBGRANT for which the maintenance and retention of
10 records is required by law, including but not limited to U. S. GSA
11 Federal Management Circular 74-4, and regulations of the U. S.
12 Department of Labor, including but not limited to 20 CFR §676.35 and
13 41 CFR §29-70.203. The obligation to maintain and preserve records
14 shall not be diminished by any instructions or advice given by PRIME
15 SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to
16 PRIME SPONSOR.

17 (b) Preservation of Records

18 SUBGRANTEE shall preserve and make available its records related to
19 this SUBGRANT (a) until the expiration of three (3) years from the
20 date of final payment to SUBGRANTEE under this SUBGRANT except that
21 records relating to participants' participation in a CETA program
22 shall be maintained for each participant for a period of five (5)
23 years from the date of enrollment into the program.
24 If, prior to the expiration of the required retention period, any
25 litigation or audit is begun or a claim is instituted involving
26 the records, SUBGRANTEE shall retain the records beyond the
27 retention period until the litigation, audit findings, or claim
28 has been finally resolved.

1 (c) Accounting by SUBGRANTEE

2 SUBGRANTEE shall establish and maintain at all times, on a current
3 basis in conjunction with the Program, an adequate accrual system of
4 accounting covering all costs, items and expenditures with respect
5 to the Program, in accordance with generally accepted accounting
6 principles and standards, and in accordance with requirements of the
7 federal government and any PRIME SPONSOR requirements as set forth
8 in the "Subgrantees' Fiscal Activities Manual."

9 (d) Examination of Records and Facilities

10 At any time during normal business hours, PRIME SPONSOR or duly
11 authorized representative thereof, shall until expiration of three
12 (3) years after final payment under this SUBGRANT, or any longer
13 period as required by applicable law, have access to and the right
14 to examine its offices, and facilities engaged in performance of this
15 SUBGRANT and all its records with respect to all matters covered by
16 this SUBGRANT, including the right to audit, examine and make excerpts
17 of transcripts and from such records to make audit of all contracts
18 and subcontracts, invoices, payrolls, records or personnel conditions
19 of employment, material and all other data relating to matters covered
20 by the SUBGRANT.

21 (e) Documentation of Cost

22 All cost shall be supported by properly executed payrolls, time
23 records, invoices, contracts, or vouchers or other official documen-
24 tation evidencing in proper detail the nature and the propriety of the
25 charge. All checks, payrolls, accounting documents, pertaining in
26 whole or part of this contract shall be clearly identified and
27 readily accessible.

28 6. Suspension of Disallowance of Payments

1 PRIME SPONSOR may at any time elect to offset against, suspend, or disallow
2 payment to SUBGRANTEE in whole or part or to demand repayment under this
3 Agreement in the event of any of the following occurrences, to wit:

- 4 (a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation
5 of any nature with respect to any information or data furnished to
6 PRIME SPONSOR in connection with Program.
- 7 (b) If SUBGRANTEE is in default under any provisions of this agreement.
- 8 (c) If SUBGRANTEE maintains a pattern of discrimination.
- 9 (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct
10 of activities and program.
- 11 (e) If the SUBGRANTEE fails to comply with any other terms and conditions
12 of this SUBGRANT.
- 13 (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect
14 or incomplete in any material respect.

15 7. Termination of SUBGRANT

16 (a) With Cause

17 PRIME SPONSOR may terminate the SUBGRANT in the following instances
18 by giving written notice to the SUBGRANTEE at least five (5) days
19 prior to the effective termination date stated in the notice:

- 20 (1) If through any cause SUBGRANTEE shall fail to fulfill in timely
21 and proper manner its obligations under this Agreement.
- 22 (2) If SUBGRANTEE shall violate any of the covenants or stipulations
23 of this Agreement.
- 24 (3) If the grant from the U. S. Department of Labor under which this
25 Agreement is made is terminated.
- 26 (4) If SUBGRANTEE is unable or unwilling to comply with such ad-
27 ditional conditions as may be lawfully applied by the U. S.
28 Department of Labor to the grant under which this Agreement is

made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Either party may terminate this SUBGRANT at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the service actually performed bears to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

9. Exculpatory Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

/////

10. Legal Relationship

- (a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- (b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.
- (c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.
- (d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer

1 under the Federal Insurance Contributions Act, the Federal Unemployment
2 Tax Act, Federal Social Security Acts, the Unemployment Compensation
3 Act, or any other Federal or State laws or acts which in any way
4 affect or relate to the relationship of employer and employee, and
5 shall be liable for any Social Security, Unemployment Compensation
6 or other taxes or penalties arising or levied by reason of the
7 employment of such persons employed by it. PRIME SPONSOR shall not
8 be liable for any worker's compensation or other benefits accruing
9 under any Federal or State law or acts to any persons employed by
10 the said SUBGRANTEE under this Agreement, but such liability, if
11 any, shall be exclusively that of SUBGRANTEE.

12 11. Monthly Report

13 SUBGRANTEE shall be responsible for filing monthly reports with PRIME
14 SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR
15 and shall contain all data and information concerning both quality and
16 quantity of program performance required by PRIME SPONSOR. Each report
17 shall set forth the extent to which the Program Performance Goals have
18 been met and shall explain in detail the reasons any such plans have not
19 been met. Each report shall set forth the extent expenditures exceed a
20 prorata portion of the entire budget category for the term of this program
21 and shall explain in detail the reasons for such excess.

22 12. Procedures for Corrective Action

- 23 (a) Whenever the County Administrative Officer of PRIME SPONSOR determines
24 in the manner set forth herein that SUBGRANTEE has failed to comply
25 with any provision of this SUBGRANT, the County Administrative Officer
26 may order corrective action.
- 27 (b) Before making such an order, the County Administrative Office or
28 his designee shall give SUBGRANTEE ten (10) days' written notice

1 setting forth the nature of SUBGRANTEE noncompliance and a procedure
2 whereby SUBGRANTEE and its officers or responsible employees may
3 have an opportunity to meet with the County Administrative Office or
4 PRIME SPONSOR or his designee for the purposes of considering the
5 need for and nature of corrective action.

6 (c) An order for corrective action shall be in writing and shall set
7 forth specific directions for corrective action and a detailed
8 timetable for implementing the specific directions for reporting to
9 PRIME SPONSOR as to implementation. The order shall be served on
10 SUBGRANTEE.

11 (d) If SUBGRANTEE shall fail to implement an order for corrective action,
12 or if it shall fail to do so within the timetable set for implementation,
13 the County Administrative Officer of the PRIME SPONSOR may recommend
14 that the Governing Body suspend payments hereunder or terminate this
15 SUBGRANT.

16 (e) If SUBGRANTEE shall fail to comply with the administrative requirements
17 of this SUBGRANT, such as those requiring the timely submission of
18 all periodic reports, and if such failure shall not be suggestive of
19 other apparent misfeasance, malfeasance, or nonfeasance, the County
20 Administrative Officer shall be empowered, without consultation with
21 the Governing Body, to suspend or delay any and all payments under
22 this SUBGRANT until such failure is rectified.

23 13. Property

24 (a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall
25 be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall
26 be subject to the obligations of "GRANTEE", as defined in 41 CFR 529-
27 70.102 (a), set forth therein, and as between PRIME SPONSOR and
28 SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor

agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

- (b) The SUBGRANTEE'S Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29-70.215-7 a copy to which is attached hereto and incorporated by this reference.

14. Program Income

- (a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion of PRIME SPONSOR, for a period of two (2) years from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.
- (b) In the case of income generated by projects under YCCIP, SUBGRANTEE may retain this income, at the discretion of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this section shall apply.
- (c) SUBGRANTEE shall make monthly reports on the expenditure of this income on forms approved by PRIME SPONSOR.
- (d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

15. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an

1 agreement or understanding for commission, percentage, brokerage, or
2 contingency fee. For breach or violation of this covenant the PRIME SPONSOR
3 shall have the right to annul this agreement without liability or, at its
4 discretion, to deduct from the compensation or otherwise recover, the full
5 amount of such commission, percentage, brokerage, or contingency fee.

6 16. Laws

7 SUBGRANTEE shall comply with all the applicable laws, decisions, statutes,
8 regulations and ordinances of the United States, the State of California,
9 and local governments, and as they are amended during the term of this
10 agreement.

11 17. Copyrights and Rights in Data

12 Where activities supported by this SUBGRANT produce original computer
13 programs, writing sound recordings, pictorial reproductions, drawings or
14 other graphical representation and works of any similar nature (the term
15 computer programs includes executable computer programs and supporting
16 data in any form), PRIME SPONSOR and/or the Department of Labor reserve
17 the right to use, duplicate, and disclose the same, in whole or in part,
18 in any manner for any purpose whatsoever, and to authorize others to do so.
19 If any material described in the previous sentence is subject to copyright,
20 PRIME SPONSOR and/or the Department of Labor reserve the right to copyright
21 such and SUBGRANTEE agrees not to copyright such material. If the material
22 is copyrighted, PRIME SPONSOR and/or the Department of Labor reserve a
23 royalty-free, non-exclusive, and irrevocable license to reproduce, publish,
24 and use such materials, in the whole or in part, and to authorize others
25 to do so.

26 18. Publication

27 Before publishing any materials produced by activities supported by this
28 agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance

1 of any such intended publication and shall submit four (4) copies of the
2 materials to be published. Within sixty (60) days after such materials have
3 been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE
4 its comments with respect to the materials intended to be published, or (2)
5 notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR
6 informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may pro-
7 ceed to publish the materials in the form in which they have been submitted
8 to PRIME SPONSOR but shall include the credit statement and the disclaimer
9 set forth below, but without any further comments. PRIME SPONSOR may also
10 waive use of the credit statement and disclaimer set forth below. SUBGRANTEE
11 shall determine, within ten (10) days after receipt of any such comments,
12 whether or not to revise the materials to incorporate the comments of PRIME
13 SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen
14 (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE
15 determines not to incorporate any of the comments of PRIME SPONSOR into the
16 text of the materials, it may publish the materials provided that the initial
17 preface or introduction to these materials as published contain the following:
18 (a) A credit reference reading as follows: "The preparation of these
19 materials was financially assisted through a contract from the YOLO
20 COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive
21 Employment and Training Act, as amended."
22 (b) A disclaimer statement reading as follows: "The opinions, findings, and
23 conclusions of this publication are those of the author and not
24 necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the
25 Department of Labor. YOLO COUNTY and the Department of Labor reserve a
26 royalty-free, non-exclusive, and irrevocable license to reproduce,
27 publish and use these materials and to authorize others to do so."
28 (c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If
SUBGRANTEE wishes to incorporate some or any of the comments of PRIME
SPONSOR in the text of the materials, it shall revise the materials

to be published and resubmit them to PRIME SPONSOR which shall prepare comments on the resubmitted data within thirty (30) days after receipt thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE shall determine whether or not to accept or adopt any of the comments on the revised materials as resubmitted to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination within fifteen (15) days after receipt of the comments of PRIME SPONSOR. Thereafter, the materials may be published or revised in accordance with the procedures set forth above in the publication of materials on which PRIME SPONSOR has submitted its comments to SUBGRANTEE.

If PRIME SPONSOR has not submitted its comments on any materials submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

19. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees

1 and otherwise recognizes that PRIME SPONSOR and/or The Department of Labor
2 shall acquire at least an irrevocable, non-exclusive, and royalty-free
3 license to practice and have practiced throughout the world for governmental
4 purposes any invention made in the course of or under this Agreement.

5 20. Personnel

- 6 (a) SUBGRANTEE represents that he has, or will secure at his own expense,
7 all personnel required in performing the services under this SUBGRANT.
8 Such personnel shall not be employees of or have any contractual
9 relationship with PRIME SPONSOR.
- 10 (b) All of the services hereunder will be performed by SUBGRANTEE or under
11 his/her supervision, and all personnel engaged in the work shall be
12 fully qualified and shall be authorized under State and local law to
13 perform such services.
- 14 (c) None of the work or services covered by this SUBGRANT shall be
15 subcontracted without the prior written approval of PRIME SPONSOR.
- 16 (d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of
17 an employee in anticipation of hiring an individual with funds
18 available under Titles II-D or VI. In addition, no participant shall
19 be used to fill positions or provide services normally provided by
20 temporary, part-time, or seasonal workers or contracted out, or to
21 fill full-time vacancies. SUBGRANTEE shall not hire any person into
22 any job funded under Titles II-D and VI when any other person is on
23 lay-off from the same or any substantially equivalent job.
- 24 (e) SUBGRANTEE represents that it has or will establish objective
25 personnel policies and practices for recruitment, selection, promotion,
26 classification, compensation, and performance evaluation that are
27 reflective of the Intergovernment Personnel Act Merit Principles.

28 /////

1 21. Assignments

2 Without the written consent of PRIME SPONSOR, this SUBGRANT is not
3 assignable by SUBGRANTEE either in whole or in part.

4 22. Alterations

5 No alteration or variation of the terms of this SUBGRANT shall be valid
6 unless made in writing and signed by the parties hereto.

7 23. Waiver

8 The waiver by PRIME SPONSOR of any default, breach or condition shall not
9 be construed as a waiver on the part of the PRIME SPONSOR of any other
10 default, breach or condition, or any other right hereunder.

11 24. Successors

12 This SUBGRANTEE shall bind and insure to the successors in interest of
13 PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been
14 expressly named herein.

15 25. Clean Air Act of 1970

16 If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees
17 to comply with all applicable standards, orders, or regulations issued
18 pursuant to the Clean Air Act of 1970.

19 26. Nepotism

20 Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause
21 or allow to be hired, a person into an administrative capacity, staff position
22 or public service employment position funded under CETA, if a member of
23 his or her immediate family is employed in an administrative capacity for
24 the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a
25 state or local statute regarding nepotism exists which is more restrictive

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28 //

1 than the above policy, the eligible applicant should follow the State or
2 local statute in lieu of the above policy.

3 (a) The term "member of the immediate family" includes: wife, husband, son,
4 daughter, mother, father, brother, brother-in-law, sister, sister-in-law,
5 son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle,
6 niece, nephew, step-parent, and step-child.

7 (b) The term "administrative capacity" includes those persons who have over-
8 all administrative responsibility for a program, including all elected and
9 appointed officials who have any responsibility for the obtaining of and/or
10 approval of any grant funded under the Act, such as members of the PRIME
11 SPONSOR Planning Council, or Private Industry Planning Council, who are not
12 economically disadvantaged, other officials who have influence or control
13 over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

14 (c) The term "staff position" includes all CETA staff positions funded
15 under the Act, such as instructors, counselors and other staff involved in
16 administrative, training or service activities.

17 27. Non-Discrimination

18 SUBGRANTEE shall comply with the requirements of 20CFR § 676.52 regarding
19 nondiscrimination.

20 28. Federal Aid

21 It is understood by the parties hereto that neither this Agreement nor any
22 Agreement pursuant hereto shall obligate the federal government to enter into
23 any Agreement with SUBGRANTEE or any other entity for federal financial
24 assistance in connection with this Agreement; or for the planning or under-
25 taking of any work element not included in this Agreement. Any such agree-
26 ment will be entered into at the sole discretion of the federal government.

27 29. Fidelity Bond

28 Prior to any disbursement of funds to SUBGRANTEE for any purpose other than

1 for premium for fidelity bonds, PRIME SPONSOR shall receive a statement from
2 SUBGRANTEE'S insurer certifying to PRIME SPONSOR that all personnel of SUB-
3 GRANTEE handling funds received from PRIME SPONSOR for disbursement under this
4 Agreement are covered by a fidelity bond in an amount and manner consistent
5 with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled
6 or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that
7 event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE
8 until the coverage initially approved by PRIME SPONSOR has been reinstated,
9 or equivalent coverage has been obtained.

10 30. Insurance

11 (a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall
12 maintain in full force and effect a policy of public liability insurance with
13 minimum coverages in an amount satisfactory to PRIME SPONSOR. If PRIME
14 SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an
15 additional insured on said policy and shall obtain a waiver of the insurer's
16 right of subrogation against PRIME SPONSOR.

17 (b) Worker's Compensation. During the term of this SUBGRANT, SUBGRANTEE
18 shall comply fully with the terms of the law of California concerning worker's
19 compensation. Said compliance shall include, but not be limited to, main-
20 taining in full force and effect one or more policies of insurance insuring
21 against any liability SUBGRANTEE may have for worker's compensation.

22 31. Entire Agreement Modifications

23 This Agreement constitutes the entire agreement between the parties hereto
24 for services furnished pursuant to this Agreement. This Agreement may be
25 modified, altered, or revised only upon the written consent of both parties
26 hereto.

27 32. Notices

28 All notices to be given SUBGRANTEE may be given by deposit in the United

1 States mail, postage prepaid, addressed to SUBGRANTEE at the address set
2 forth on the Signature Sheet. WHEREFORE, the parties have executed this
3 SUBGRANT No. 79-376.

4 33. Federal Regulations

5 The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675,
6 676, 677, 678, and 679, and 41 CFR Part 29-70 are attached hereto and in-
7 corporated into this SUBGRANT.

8 COUNTY OF YOLO, PRIME SPONSOR

9 Betsy G. Marchand
(Signature of Authorized Officer)

10
11 Chairman, Yolo County
12 Board of Supervisors
(Title of Authorized Officer)

13
14
15 Yolo Family Service Agency
(Legal Name of SUBGRANTEE)

16
17 Shirley Rominger
18 (Signature of Authorized Officer)

19
20
21 OCTOBER 19 1979 PRESIDENT BOARD OF DIRECTORS
(Date) (Title of Authorized Officer)

22
23 ////

24 ////

25 ////

26 ////

27 ////

28 ////

FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 41 CFR, Part 29-70 are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

SHIRLEY ROMINGER

Name of Subgrantee

Shirley Rominger
Authorized Signature

NOVEMBER 12, 1979

Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
 - a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder; and
 - b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.
2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.
3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
 - a. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
 - b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
 - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.
 - d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).
 - e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).
 - f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7)).
 - g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).
 - h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

1. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).
- j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.
- k. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.
- l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).
- n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20 CFR 677.13(c)(3)).
- o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).
- p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

- q. For programs of public service employment under CETA, no jobs will be created on a promotional line that will in any way upon promotional opportunities of persons currently in jobs not funded under CETA (20 CFR 676.73).
- r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).
- t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).
- u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).
- v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining

agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

- w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1257) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).
- x. For each participant employment and training activities funded under Title II of CETA, an Employability Development Plan (EDP) will be developed by the SUBGRANTEE. The Employability Development Plan shall include at least the following: 1) assessment data showing the participant's employability readiness; 2) barriers to employment faced by the participant; 3) specific employment and training needs; 4) specific services and activities to be developed and provided to meet those needs; and 5) an individualized plan for transition from program activities to placement in unsubsidized employment. The EDP shall be reviewed periodically throughout the duration of the participation, and revised accordingly (20 CFR 677.2).
- y. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).
- z. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

Yolo Family Service Agency
(Legal Name of SUBGRANTEE)

OCTOBER 19 1979
(Date)

Shirley Rominger
(Signature of Authorized Officer)

PRESIDENT BOARD OF DIRECTORS
(Title of Authorized Officer)

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
 Room 102, Yolo County Courthouse, Woodland, California 95695

CETA TITLE II-D OPERATING BUDGET

☒ ORIGINAL ☐ REVISION NO. _____

DATE September 6, 1979

Subgrantee Name and Address:

Yolo Family Service Agency
327 College Street
Woodland, CA 95695

Contact Person Liz Globus

Phone 662-2211 Contract No. _____

Period: From 10-1-79 To 9-30-80

Program Name _____

MONTH	ACTIVITY						TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	
OCT.			723				723
NOV.			723				723
DEC.			723				723
JAN.			723				723
FEB.			723				723
MAR.			723				723
APR.			759				759
MAY			759				759
JUNE			759				759
JULY			759				759
AUG.			759				759
SEPT.			759				759
TOTAL			8,892				8,892

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.			650	73			723
NOV.			650	73			723
DEC.			650	73			723
JAN.			650	73			723
FEB.			650	73			723
MAR.			650	73			723
APR.			682	77			759
MAY			682	77			759
JUNE			682	77			759
JULY			682	77			759
AUG.			682	77			759
SEPT.			682	77			759
TOTAL			7,992	900			8,892

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT

Shirley Achinger
 Name and Title of Authorized Official

SHIRLEY ACHINGER, PRESIDENT 10/10/79
 Signature Date

For CETA Approval Only:

Joseph A. Boyer 9-10-79
 Accountant Date

Shirley L. Achinger 9-11-79
 Principal Administrative Analyst Date

Position Listing

Title II-D

Yolo County Family Service Agency

<u>Position</u>	<u>Salary</u> <u>10-1-79 to</u>	<u>Benefits</u> <u>9-30-80</u>	<u>Total</u>
1 Relief Receptionist 12 mo. @ 666/75	\$7,992	\$900	\$8,892
<u>1</u>	<u>\$7,992</u>	<u>\$900</u>	<u>\$8,892</u>

Subgrant Signature Sheet

RECEIVED DEC 2 4 1979

Title II D PSEAgreement/
Subgrant No. 29-377Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of California

Subgrantee

Yuba College-Woodland Center

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

FILED

Program : Yuba College--Woodland Center

DEC 27 1979

Mailing Address : 635 California Street

PETER McNAMEE, Clerk

By *Ray Gutierrez*
Deputy

City : Woodland, CA 95695

Phone: 666-4454

Program Director: Ray Gutierrez

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the Assurances and Certifications.

The term of the SUBGRANT shall begin on October 1, 1979The term of the SUBGRANT shall end on September 30, 1980The total amount of the SUBGRANT is \$13,788

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

By Signature

Name and Title

Date

Name and Title

Date

Daniel G. Walker *Dec 19 1979*
DR. DANIEL G. WALKER
SUPERINTENDENT - PRESIDENT
YUBA COLLEGE

Betsy A. Marchand
Betsy A. Marchand, Chairman
Yolo County, Board of Supervisors

OCT 2 - 1979

YUBA COMMUNITY COLLEGE DISTRICT

2088 N. BEALE ROAD
MARYSVILLE, CA 95901

(916) 742-7351

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of October, 19 79,
by and between the County of Yolo, a political subdivision, hereinafter called
PRIME SPONSOR or County, and the Yuba College--
Woodland Center hereinafter called SUBGRANTEE.

W I T N E S S E T H :

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 676 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
 - (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).
 - (e) Advising all participants of their rights and responsibilities prior

to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR §676.83 and 676.84; and

(f) Making maximum efforts to achieve the provision of the plan.

2. The Yuba College--Woodland Center is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679
- (d) Code of Federal Regulations - 41 CFR Part 29-70
- (e) Assurances and Certifications
- (f) Operating Budget
- (g) Position Listings
- (h)
- (i)
- (j)
- (k)
- (l)
- (m)
- (n)
- (o)
- (p)
- (q)

1 2. Program

2 SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME
3 SPONSOR perform the services described in the attachments listed above
4 under Subgrant which are subject to all the terms, conditions, and
5 assurances of this SUBGRANT.

6 3. Term

7 The term of this SUBGRANT shall begin October 1, 1979
8 and shall end September 30, 1980, as set forth on the
9 Signature Sheet. Grant funds may not, without advance written approval by
10 PRIME SPONSOR, be obligated before the beginning of the term or after the
11 ending of the term.

12 4. Payment

13 PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs
14 incurred in the performance of this contract in accordance with the following:

15 (a) Total Reimbursement shall not exceed the amount of \$ 13,788,
16 as set forth on Signature Sheet.

17 (b) Payment of costs incurred in the performance of this contract shall be
18 paid on the basis of an approved monthly claim as follows:

19 (1) Within ten (10) days following the completion of each calendar
20 month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing
21 all expenditures made pursuant to this SUBGRANT during the
22 preceding month.

23 (2) The County Administrative Officer of PRIME SPONSOR, or his de-
24 signee, shall review that claim, may review the records, books of
25 account, trial balance and vouchers of SUBGRANTEE, and shall
26 approve the claim to the extent that SUBGRANTEE has incurred
27 reasonable and necessary costs pursuant to this subgrant,
28 including the Budget Schedules attached hereto.

1 (3) To the extent permitted by the federal government, the County
2 Administrative Officer or his designee may approve an advance of
3 working capital to SUBGRANTEE. Each advance of working capital
4 may be made only upon application in writing by SUBGRANTEE. Each
5 approval shall be in writing and shall set forth the terms for
6 repayment. Repayment shall be offset against amounts payable
7 on monthly claims. The terms of repayment may be modified by
8 written order of the County Administrative Officer or his designee.
9 Upon termination of this subgrant any unpaid advances shall be
10 offset against any remaining payments to SUBGRANTEE. Any advances
11 exceeding remaining payments shall be repaid to PRIME SPONSOR
12 immediately.

13 (c) Reasonable and necessary costs shall be determined by PRIME SPONSOR
14 in accordance with the requirements of the United States Department of
15 Labor regulations and the United States General Services Administration
16 Federal Management Circular 74-4, United States Office of Management
17 and Budget Circular A-102, and any additional requirements or procedures
18 established by PRIME SPONSOR.

19 (d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME
20 SPONSOR has made applications to the United States Department of Labor
21 for a grant of funds under the Comprehensive Employment and Training
22 Act of 1973, as amended, for the purpose of funding services under this
23 contract and that PRIME SPONSOR is not obligated to provide funds to
24 SUBGRANTEE and SUBGRANTEE is not obligated to provide services under
25 the contract until such funds are made available to PRIME SPONSOR by
26 the Department of Labor.

27 (e) Approved claims shall be paid only from funds granted to PRIME SPONSOR
28 by the Department of Labor.

1 5. Records, Audits, Inspection

2 (a) Establishment and Maintenance of Records

3 The SUBGRANTEE shall maintain records, including but not limited to
4 books, financial records, supporting documents, statistical records,
5 personnel, property, participant, and all other pertinent records
6 sufficient to reflect properly, (a) all direct and indirect costs of
7 whatsoever nature claimed to have been incurred and anticipated to
8 be incurred to perform this contract, and (b) all other matters
9 covered by this SUBGRANT for which the maintenance and retention of
10 records is required by law, including but not limited to U. S. GSA
11 Federal Management Circular 74-4, and regulations of the U. S.
12 Department of Labor, including but not limited to 20 CFR §676.35 and
13 41 CFR §29-70.203. The obligation to maintain and preserve records
14 shall not be diminished by any instructions or advice given by PRIME
15 SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to
16 PRIME SPONSOR.

17 (b) Preservation of Records

18 SUBGRANTEE shall preserve and make available its records related to
19 this SUBGRANT (a) until the expiration of three (3) years from the
20 date of final payment to SUBGRANTEE under this SUBGRANT except that
21 records relating to participants' participation in a CETA program
22 shall be maintained for each participant for a period of five (5)
23 years from the date of enrollment into the program.

24 If, prior to the expiration of the required retention period, any
25 litigation or audit is begun or a claim is instituted involving
26 the records, SUBGRANTEE shall retain the records beyond the
27 retention period until the litigation, audit findings, or claim
28 has been finally resolved.

1 (c) Accounting by SUBGRANTEE

2 SUBGRANTEE shall establish and maintain at all times, on a current
3 basis in conjunction with the Program, an adequate accrual system of
4 accounting covering all costs, items and expenditures with respect
5 to the Program, in accordance with generally accepted accounting
6 principles and standards, and in accordance with requirements of the
7 federal government and any PRIME SPONSOR requirements as set forth
8 in the "Subgrantees' Fiscal Activities Manual."

9 (d) Examination of Records and Facilities

10 At any time during normal business hours, PRIME SPONSOR or duly
11 authorized representative thereof, shall until expiration of three
12 (3) years after final payment under this SUBGRANT, or any longer
13 period as required by applicable law, have access to and the right
14 to examine its offices, and facilities engaged in performance of this
15 SUBGRANT and all its records with respect to all matters covered by
16 this SUBGRANT, including the right to audit, examine and make excerpts
17 of transcripts and from such records to make audit of all contracts
18 and subcontracts, invoices, payrolls, records or personnel conditions
19 of employment, material and all other data relating to matters covered
20 by the SUBGRANT.

21 (e) Documentation of Cost

22 All cost shall be supported by properly executed payrolls, time
23 records, invoices, contracts, or vouchers or other official documen-
24 tation evidencing in proper detail the nature and the propriety of the
25 charge. All checks, payrolls, accounting documents, pertaining in
26 whole or part of this contract shall be clearly identified and
27 readily accessible.

28 6. Suspension of Disallowance of Payments

1 PRIME SPONSOR may at any time elect to offset against, suspend, or disallow
2 payment to SUBGRANTEE in whole or part or to demand repayment under this
3 Agreement in the event of any of the following occurrences, to wit:

- 4 (a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation
5 of any nature with respect to any information or data furnished to
6 PRIME SPONSOR in connection with Program.
7 (b) If SUBGRANTEE is in default under any provisions of this agreement.
8 (c) If SUBGRANTEE maintains a pattern of discrimination.
9 (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct
10 of activities and program.
11 (e) If the SUBGRANTEE fails to comply with any other terms and conditions
12 of this SUBGRANT.
13 (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect
14 or incomplete in any material respect.

15 7. Termination of SUBGRANT

16 (a) With Cause

17 PRIME SPONSOR may terminate the SUBGRANT in the following instances
18 by giving written notice to the SUBGRANTEE at least five (5) days
19 prior to the effective termination date stated in the notice:

- 20 (1) If through any cause SUBGRANTEE shall fail to fulfill in timely
21 and proper manner its obligations under this Agreement.
22 (2) If SUBGRANTEE shall violate any of the covenants or stipulations
23 of this Agreement.
24 (3) If the grant from the U. S. Department of Labor under which this
25 Agreement is made is terminated.
26 (4) If SUBGRANTEE is unable or unwilling to comply with such ad-
27 ditional conditions as may be lawfully applied by the U. S.
28 Department of Labor to the grant under which this Agreement is

1 made. SUBGRANTEE shall not be relieved of liability to PRIME
2 SPONSOR for damages sustained by PRIME SPONSOR by virtue of any
3 breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may
4 withhold any reimbursement to SUBGRANTEE for the purpose of
5 setoff until such time as the exact amount of damages due PRIME
6 SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

7 (b) Without Cause

8 Either party may terminate this SUBGRANT at any time by giving
9 written notice to the other party of such termination and specifying the
10 effective date thereof, at least 30 days before the effective date
11 of such termination. If the SUBGRANT is terminated
12 as provided herein, SUBGRANTEE will be paid an amount which the same
13 ratio to the total compensation as the service actually performed
14 bears to the total services of SUBGRANTEE covered by this SUBGRANT,
15 less payments of compensation previously made.

16 8. Severability of Provisions

17 If any provisions of this SUBGRANT are held invalid, the remainder of this
18 SUBGRANT shall not be affected thereby, if such remainder would then
19 continue to conform to terms and requirements of applicable law.

20 9. Exculpatory Clause

21 SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its
22 officers, employees and agents from and against all claims, losses,
23 liabilities, or damages, including attorney fees, arising out of or
24 resulting from the performance of this Agreement, caused in whole or in
25 part by any negligent act or omission of SUBGRANTEE or anyone directly
26 or indirectly employed by SUBGRANTEE, regardless of whether or not it is
27 caused in part by a party indemnified hereunder.

28 /////

10. Legal Relationship

- (a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- (b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.
- (c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.
- (d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer

1 under the Federal Insurance Contributions Act, the Federal Unemployment
2 Tax Act, Federal Social Security Acts, the Unemployment Compensation
3 Act, or any other Federal or State laws or acts which in any way
4 affect or relate to the relationship of employer and employee, and
5 shall be liable for any Social Security, Unemployment Compensation
6 or other taxes or penalties arising or levied by reason of the
7 employment of such persons employed by it. PRIME SPONSOR shall not
8 be liable for any worker's compensation or other benefits accruing
9 under any Federal or State law or acts to any persons employed by
10 the said SUBGRANTEE under this Agreement, but such liability, if
11 any, shall be exclusively that of SUBGRANTEE.

12 11. Monthly Report

13 SUBGRANTEE shall be responsible for filing monthly reports with PRIME
14 SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR
15 and shall contain all data and information concerning both quality and
16 quantity of program performance required by PRIME SPONSOR. Each report
17 shall set forth the extent to which the Program Performance Goals have
18 been met and shall explain in detail the reasons any such plans have not
19 been met. Each report shall set forth the extent expenditures exceed a
20 prorata portion of the entire budget category for the term of this program
21 and shall explain in detail the reasons for such excess.

22 12. Procedures for Corrective Action

- 23 (a) Whenever the County Administrative Officer of PRIME SPONSOR determines
24 in the manner set forth herein that SUBGRANTEE has failed to comply
25 with any provision of this SUBGRANT, the County Administrative Officer
26 may order corrective action.
- 27 (b) Before making such an order, the County Administrative Office or
28 his designee shall give SUBGRANTEE ten (10) days' written notice

1 setting forth the nature of SUBGRANTEE'S noncompliance and a procedure
2 whereby SUBGRANTEE and its officers or responsible employees may
3 have an opportunity to meet with the County Administrative Office or
4 PRIME SPONSOR or his designee for the purposes of considering the
5 need for and nature of corrective action.

- 6 (c) An order for corrective action shall be in writing and shall set
7 forth specific directions for corrective action and a detailed
8 timetable for implementing the specific directions for reporting to
9 PRIME SPONSOR as to implementation. The order shall be served on
10 SUBGRANTEE.
- 11 (d) If SUBGRANTEE shall fail to implement an order for corrective action,
12 or if it shall fail to do so within the timetable set for implementation,
13 the County Administrative Officer of the PRIME SPONSOR may recommend
14 that the Governing Body suspend payments hereunder or terminate this
15 SUBGRANT.
- 16 (e) If SUBGRANTEE shall fail to comply with the administrative requirements
17 of this SUBGRANT, such as those requiring the timely submission of
18 all periodic reports, and if such failure shall not be suggestive of
19 other apparent misfeasance, malfeasance, or nonfeasance, the County
20 Administrative Officer shall be empowered, without consultation with
21 the Governing Body, to suspend or delay any and all payments under
22 this SUBGRANT until such failure is rectified.

23 13. Property

- 24 (a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall
25 be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall
26 be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-
27 70.102 (a), set forth therein, and as between PRIME SPONSOR and
28 SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor

agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

- (b) The SUBGRANTEE'S Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29-70.215-7 a copy to which is attached hereto and incorporated by this reference.

14. Program Income

- (a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion of PRIME SPONSOR, for a period of two (2) years from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.
- (b) In the case of income generated by projects under YCCIP, SUBGRANTEE may retain this income, at the discretion of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this section shall apply.
- (c) SUBGRANTEE shall make monthly reports on the expenditure of this income on forms approved by PRIME SPONSOR.
- (d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

15. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an

1 agreement or understanding for commission, percentage, brokerage, or
2 contingency fee. For breach or violation of this covenant the PRIME SPONSOR
3 shall have the right to annul this agreement without liability or, at its
4 discretion, to deduct from the compensation or otherwise recover, the full
5 amount of such commission, percentage, brokerage, or contingency fee.

6 16. Laws

7 SUBGRANTEE shall comply with all the applicable laws, decisions, statutes,
8 regulations and ordinances of the United States, the State of California,
9 and local governments, and as they are amended during the term of this
10 agreement.

11 17. Copyrights and Rights in Data

12 Where activities supported by this SUBGRANT produce original computer
13 programs, writing sound recordings, pictorial reproductions, drawings or
14 other graphical representation and works of any similar nature (the term
15 computer programs includes executable computer programs and supporting
16 data in any form), PRIME SPONSOR and/or the Department of Labor reserve
17 the right to use, duplicate, and disclose the same, in whole or in part,
18 in any manner for any purpose whatsoever, and to authorize others to do so.
19 If any material described in the previous sentence is subject to copyright,
20 PRIME SPONSOR and/or the Department of Labor reserve the right to copyright
21 such and SUBGRANTEE agrees not to copyright such material. If the material
22 is copyrighted, PRIME SPONSOR and/or the Department of Labor reserve a
23 royalty-free, non-exclusive, and irrevocable license to reproduce, publish,
24 and use such materials, in the whole or in part, and to authorize others
25 to do so.

26 18. Publication

27 Before publishing any materials produced by activities supported by this
28 agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance

of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial preface or introduction to these materials as published contain the following:

- (a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from the YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."
- (b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the Department of Labor. YOLO COUNTY and the Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."
- (c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials

1 to be published and resubmit them to PRIME SPONSOR which shall prepare
2 comments on the resubmitted data within thirty (30) days after receipt
3 thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE
4 shall determine whether or not to accept or adopt any of the comments on
5 the revised materials as resubmitted to PRIME SPONSOR and shall advise
6 PRIME SPONSOR of this determination within fifteen (15) days after receipt
7 of the comments of PRIME SPONSOR. Thereafter, the materials may be
8 published or revised in accordance with the procedures set forth above in
9 the publication of materials on which PRIME SPONSOR has submitted its
10 comments to SUBGRANTEE.

11 If PRIME SPONSOR has not submitted its comments on any materials submitted
12 to it within ninety (90) days after PRIME SPONSOR has received any such
13 materials, SUBGRANTEE may proceed to publish the materials in the form
14 in which they have been submitted to PRIME SPONSOR but shall include the
15 credit statement and the disclaimer statement set forth above, but without
16 any further comments.

17 19. Patents

18 If any discovery or invention arises or is developed in the course of or
19 as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer
20 the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees
21 that determination of rights to inventions or discoveries made under this
22 agreement shall be made by the Department of Labor, or its duly authorized
23 representatives, who shall have the sole and exclusive powers to determine
24 whether or not and where a patent application should be filed and to
25 determine the disposition of all rights in such inventions or discoveries,
26 including title to and license rights under any patent application or
27 patent which may issue thereon. The determination of DOL, or its duly
28 authorized representative, shall be accepted as final. SUBGRANTEE agrees

1 and otherwise recognizes that PRIME SPONSOR and/or The Department of Labor
2 shall acquire at least an irrevocable, non-exclusive, and royalty-free
3 license to practice and have practiced throughout the world for governmental
4 purposes any invention made in the course of or under this Agreement.

5 20. Personnel

- 6 (a) SUBGRANTEE represents that he has, or will secure at his own expense,
7 all personnel required in performing the services under this SUBGRANT.
8 Such personnel shall not be employees of or have any contractual
9 relationship with PRIME SPONSOR.
- 10 (b) All of the services hereunder will be performed by SUBGRANTEE or under
11 his/her supervision, and all personnel engaged in the work shall be
12 fully qualified and shall be authorized under State and local law to
13 perform such services.
- 14 (c) None of the work or services covered by this SUBGRANT shall be
15 subcontracted without the prior written approval of PRIME SPONSOR.
- 16 (d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of
17 an employee in anticipation of hiring an individual with funds
18 available under Titles II-D or VI. In addition, no participant shall
19 be used to fill positions or provide services normally provided by
20 temporary, part-time, or seasonal workers or contracted out, or to
21 fill full-time vacancies. SUBGRANTEE shall not hire any person into
22 any job funded under Titles II-D and VI when any other person is on
23 lay-off from the same or any substantially equivalent job.
- 24 (e) SUBGRANTEE represents that it has or will establish objective
25 personnel policies and practices for recruitment, selection, promotion,
26 classification, compensation, and performance evaluation that are
27 reflective of the Intergovernment Personnel Act Merit Principles.

28 //

21. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

22. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

23. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any other default, breach or condition, or any other right hereunder.

24. Successors

This SUBGRANTEE shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

25. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

26. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state or local statute regarding nepotism exists which is more restrictive

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1 than the above policy, the eligible applicant should follow the State or
2 local statute in lieu of the above policy.

3 (a) The term "member of the immediate family" includes: wife, husband, son,
4 daughter, mother, father, brother, brother-in-law, sister, sister-in-law,
5 son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle,
6 niece, nephew, step-parent, and step-child.

7 (b) The term "administrative capacity" includes those persons who have over-
8 all administrative responsibility for a program, including all elected and
9 appointed officials who have any responsibility for the obtaining of and/or
10 approval of any grant funded under the Act, such as members of the PRIME
11 SPONSOR Planning Council, or Private Industry Planning Council, who are not
12 economically disadvantaged, other officials who have influence or control
13 over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

14 (c) The term "staff position" includes all CETA staff positions funded
15 under the Act, such as instructors, counselors and other staff involved in
16 administrative, training or service activities.

17 27. Non-Discrimination

18 SUBGRANTEE shall comply with the requirements of 20CFR § 676.52 regarding
19 nondiscrimination.

20 28. Federal Aid

21 It is understood by the parties hereto that neither this Agreement nor any
22 Agreement pursuant hereto shall obligate the federal government to enter into
23 any Agreement with SUBGRANTEE or any other entity for federal financial
24 assistance in connection with this Agreement; or for the planning or under-
25 taking of any work element not included in this Agreement. Any such agree-
26 ment will be entered into at the sole discretion of the federal government.

27 29. Fidelity Bond

28 Prior to any disbursement of funds to SUBGRANTEE for any purpose other than

1 for premium for fidelity bonds, PRIME SPONSOR shall receive a statement from
2 SUBGRANTEE'S insurer certifying to PRIME SPONSOR that all personnel of SUB-
3 GRANTEE handling funds received from PRIME SPONSOR for disbursement under this
4 Agreement are covered by a fidelity bond in an amount and manner consistent
5 with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled
6 or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that
7 event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE
8 until the coverage initially approved by PRIME SPONSOR has been reinstated,
9 or equivalent coverage has been obtained.

10 30. Insurance

11 (a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall
12 maintain in full force and effect a policy of public liability insurance with
13 minimum coverages in an amount satisfactory to PRIME SPONSOR. If PRIME
14 SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an
15 additional insured on said policy and shall obtain a waiver of the insurer's
16 right of subrogation against PRIME SPONSOR.

17 (b) Worker's Compensation. During the term of this SUBGRANT, SUBGRANTEE
18 shall comply fully with the terms of the law of California concerning worker's
19 compensation. Said compliance shall include, but not be limited to, main-
20 taining in full force and effect one or more policies of insurance insuring
21 against any liability SUBGRANTEE may have for worker's compensation.

22 31. Entire Agreement Modifications

23 This Agreement constitutes the entire agreement between the parties hereto
24 for services furnished pursuant to this Agreement. This Agreement may be
25 modified, altered, or revised only upon the written consent of both parties
26 hereto.

27 32. Notices

28 All notices to be given SUBGRANTEE may be given by deposit in the United

1 States mail, postage prepaid, addressed to SUBGRANTEE at the address set
2 forth on the Signature Sheet. WHEREFORE, the parties have executed this
3 SUBGRANT No. 79-377.

4 33. Federal Regulations

5 The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675,
6 676, 677, 678, and 679, and 41 CFR Part 29-70 are attached hereto and in-
7 corporated into this SUBGRANT.

8 COUNTY OF YOLO, PRIME SPONSOR

9 *Robert A. Marshall*
(Signature of Authorized Officer)

10
11 Chairman, Yolo County
12 Board of Supervisors

13 (Title of Authorized Officer)

14
15 Yuba College--Woodland Center
16 (Legal Name of SUBGRANTEE)

17
18 *Daniel G. Walker*
(Signature of Authorized Officer)

19 DR. DANIEL G. WALKER
20 SUPERINTENDENT - PRESIDENT

21 YUBA COLLEGE

22 (Title of Authorized Officer)

23 2088 N. BEALE RD.
MARYSVILLE, CA 95901

(916) 742-7351

24
25 *Jan Dec 19* 19 *79*
(Date)

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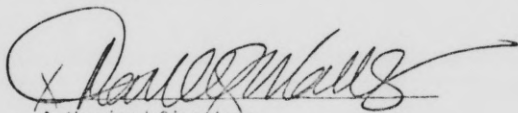
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FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 41 CFR, Part 29-70 are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

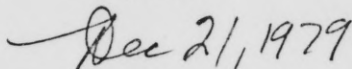
Name of Subgrantee

X 
Authorized Signature

DR. DANIEL G. WALKER
SUPERINTENDENT - PRESIDENT
YUBA COLLEGE

YUBA COMMUNITY COLLEGE DISTRICT _____

Date 2088 N. BEALE ROAD
MARYSVILLE, CA 95901
(916) 742-7351



ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
 - a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder; and
 - b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.
2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.
3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
 - a. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
 - b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
 - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.
 - d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).
 - e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).
 - f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.77).
 - g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).
 - h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

1. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).
- j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.
- k. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.
1. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).
- n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20 CFR 677.13(c)(3)).
- o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).
- p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

- q. For programs of public service employment under CETA, no jobs will be created in promotional line that will interfere in any way upon promotional opportunities of persons currently in jobs not funded under CETA (20 CFR 676.73).
- r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).
- t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).
- u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).
- v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining

agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

- w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).
- x. For each participant employment and training activities funded under Title II of CETA, an Employability Development Plan (EDP) will be developed by the SUBGRANTEE. The Employability Development Plan shall include at least the following: 1) assessment data showing the participant's employability readiness; 2) barriers to employment faced by the participant; 3) specific employment and training needs; 4) specific services and activities to be developed and provided to meet those needs; and 5) an individualized plan for transition from program activities to placement in unsubsidized employment. The EDP shall be reviewed periodically throughout the duration of the participation, and revised accordingly (20 CFR 677.2).
- y. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).
- z. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

Yuba College--Woodland Center
(Legal Name of SUBGRANTEE)

Dec 19 1979
(Date)

[Signature]
(Signature of Authorized Officer)

SUPERINTENDENT / PRESIDENT
YUBA COLLEGE

YUBA COMMUNITY COLLEGE DISTRICT
(Title of Authorized Officer)

MARYSVILLE, CA 95901

(916) 742-7351

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
 Room 102, Yolo County Courthouse, Woodland, California 95695

CETA TITLE II-D OPERATING BUDGET

☒ ORIGINAL ☐ REVISION NO. _____

DATE September 6, 1979

Subgrantee Name and Address:

Contact Person Ray Gutierrez

Yuba College - Woodland Center

Phone 666-4454

Contract No. _____

635 California Street

Period: From 10-1-79

To 9-30-80

Woodland, CA 95695

Program Name _____

MONTH	ACTIVITY						TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	
OCT.			1,128				1,128
NOV.			1,128				1,128
DEC.			1,128				1,128
JAN.			1,128				1,128
FEB.			1,128				1,128
MAR.			1,128				1,128
APR.			1,128				1,128
MAY			1,128				1,128
JUNE			1,128				1,128
JULY			1,212				1,212
AUG.			1,212				1,212
SEPT.			1,212				1,212
TOTAL			13,788				13,788

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.			816	312			1,128
NOV.			816	312			1,128
DEC.			816	312			1,128
JAN.			816	312			1,128
FEB.			816	312			1,128
MAR.			816	312			1,128
APR.			816	312			1,128
MAY			816	312			1,128
JUNE			816	312			1,128
JULY			876	336			1,212
AUG.			876	336			1,212
SEPT.			876	336			1,212
TOTAL			9,972	3,816			13,788

CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

YUBA COLLEGE
 YUBA COMMUNITY COLLEGE DISTRICT
 2088 N. BEALER ROAD

For CETA Approval Only:

Name and Title of Authorized Official: _____
 Signature: *Paul J. Malt* Date: *Sept 19, 79*

Accountant: *Jack A. Boylan* Date: *9-10-79*
 Principal Administrative Analyst: *James L. [Signature]* Date: *9-10-79*

Position Listing

Title II-D

Yuba College - Woodland Center

<u>Position</u>	<u>Salary</u> <u>10-1-79 to</u>	<u>Benefits</u> <u>9-30-80</u>	<u>Total</u>
1 Secretary I/II 12 mo. @ 831/318	\$9,972	\$3,816	\$13,788
<u>1</u>	<u>\$9,972</u>	<u>\$3,816</u>	<u>\$13,788</u>

Subgrant Signature Sheet

BK.

Title IID PSE

Agreement/ **79-378**
Subgrant No.

Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of California

Subgrantee
Winters Fire Protection District

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and the Winters Fire Protection District hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program : Winters Fire Protection District

OCT 16 1979

Mailing Address : 10 Abbey Street

PETER McNAMEE, Clerk
By Pete Murphy

City : Winters, CA 95694

Phone: 795-4131

Program Director: Vern Bruhn

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the Assurances and Certifications.

The term of the SUBGRANT shall begin on October 1, 1979

The term of the SUBGRANT shall end on September 30, 1980

The total amount of the SUBGRANT is \$7,224

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

Vern C Bruhn

By Signature

Betsy A. Marchand

Name and Title

Date

VERNON C BRAHN 10/9/79
FIRE CHIEF

Name and Title

Date

BETSY A. MARCHAND, Chairman
Yolo County Board of Supervisors

OCT 2 - 1979

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of October, 1979,
by and between the County of Yolo, a political subdivision, hereinafter called
PRIME SPONSOR or County, and the Winters Fire Protection District
hereinafter called SUBGRANTEE.

WITNESSETH:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 676 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
 - (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).
 - (e) Advising all participants of their rights and responsibilities prior

to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR §676.83 and 676.84; and

(f) Making maximum efforts to achieve the provision of the plan.

2. The Winters Fire Protection District is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679

(d) Code of Federal Regulations - 41 CFR Part 29-70

(e) Assurances and Certifications

(f) Operating Budget

(g) Position Listing

(h)

(i)

(j)

(k)

(l)

(m)

(n)

(o)

(p)

(q)

1 2. Program

2 SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME
3 SPONSOR perform the services described in the attachments listed above
4 under Subgrant which are subject to all the terms, conditions, and
5 assurances of this SUBGRANT.

6 3. Term

7 The term of this SUBGRANT shall begin October 1, 1979
8 and shall end September 30, 1980, as set forth on the
9 Signature Sheet. Grant funds may not, without advance written approval by
10 PRIME SPONSOR, be obligated before the beginning of the term or after the
11 ending of the term.

12 4. Payment

13 PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs
14 incurred in the performance of this contract in accordance with the following:

15 (a) Total Reimbursement shall not exceed the amount of \$ 7,224
16 as set forth on Signature Sheet.

17 (b) Payment of costs incurred in the performance of this contract shall be
18 paid on the basis of an approved monthly claim as follows:

19 (1) Within ten (10) days following the completion of each calendar
20 month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing
21 all expenditures made pursuant to this SUBGRANT during the
22 preceding month.

23 (2) The County Administrative Officer of PRIME SPONSOR, or his de-
24 signee, shall review that claim, may review the records, books of
25 account, trial balance and vouchers of SUBGRANTEE, and shall
26 approve the claim to the extent that SUBGRANTEE has incurred
27 reasonable and necessary costs pursuant to this subgrant,
28 including the Budget Schedules attached hereto.

1 (3) To the extent permitted by the federal government, the County
2 Administrative Officer or his designee may approve an advance of
3 working capital to SUBGRANTEE. Each advance of working capital
4 may be made only upon application in writing by SUBGRANTEE. Each
5 approval shall be in writing and shall set forth the terms for
6 repayment. Repayment shall be offset against amounts payable
7 on monthly claims. The terms of repayment may be modified by
8 written order of the County Administrative Officer or his designee.
9 Upon termination of this subgrant any unpaid advances shall be
10 offset against any remaining payments to SUBGRANTEE. Any advances
11 exceeding remaining payments shall be repaid to PRIME SPONSOR
12 immediately.

13 (c) Reasonable and necessary costs shall be determined by PRIME SPONSOR
14 in accordance with the requirements of the United States Department of
15 Labor regulations and the United States General Services Administration
16 Federal Management Circular 74-4, United States Office of Management
17 and Budget Circular A-102, and any additional requirements or procedures
18 established by PRIME SPONSOR.

19 (d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME
20 SPONSOR has made applications to the United States Department of Labor
21 for a grant of funds under the Comprehensive Employment and Training
22 Act of 1973, as amended, for the purpose of funding services under this
23 contract and that PRIME SPONSOR is not obligated to provide funds to
24 SUBGRANTEE and SUBGRANTEE is not obligated to provide services under
25 the contract until such funds are made available to PRIME SPONSOR by
26 the Department of Labor.

27 (e) Approved claims shall be paid only from funds granted to PRIME SPONSOR
28 by the Department of Labor.

1 5. Records, Audits, Inspection

2 (a) Establishment and Maintenance of Records

3 The SUBGRANTEE shall maintain records, including but not limited to
4 books, financial records, supporting documents, statistical records,
5 personnel, property, participant, and all other pertinent records
6 sufficient to reflect properly, (a) all direct and indirect costs of
7 whatsoever nature claimed to have been incurred and anticipated to
8 be incurred to perform this contract, and (b) all other matters
9 covered by this SUBGRANT for which the maintenance and retention of
10 records is required by law, including but not limited to U. S. GSA
11 Federal Management Circular 74-4, and regulations of the U. S.
12 Department of Labor, including but not limited to 20 CFR §676.35 and
13 41 CFR §29-70.203. The obligation to maintain and preserve records
14 shall not be diminished by any instructions or advice given by PRIME
15 SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to
16 PRIME SPONSOR.

17 (b) Preservation of Records

18 SUBGRANTEE shall preserve and make available its records related to
19 this SUBGRANT (a) until the expiration of three (3) years from the
20 date of final payment to SUBGRANTEE under this SUBGRANT except that
21 records relating to participants' participation in a CETA program
22 shall be maintained for each participant for a period of five (5)
23 years from the date of enrollment into the program.

24 If, prior to the expiration of the required retention period, any
25 litigation or audit is begun or a claim is instituted involving
26 the records, SUBGRANTEE shall retain the records beyond the
27 retention period until the litigation, audit findings, or claim
28 has been finally resolved.

1 (c) Accounting by SUBGRANTEE

2 SUBGRANTEE shall establish and maintain at all times, on a current
3 basis in conjunction with the Program, an adequate accrual system of
4 accounting covering all costs, items and expenditures with respect
5 to the Program, in accordance with generally accepted accounting
6 principles and standards, and in accordance with requirements of the
7 federal government and any PRIME SPONSOR requirements as set forth
8 in the "Subgrantees' Fiscal Activities Manual."

9 (d) Examination of Records and Facilities

10 At any time during normal business hours, PRIME SPONSOR or duly
11 authorized representative thereof, shall until expiration of three
12 (3) years after final payment under this SUBGRANT, or any longer
13 period as required by applicable law, have access to and the right
14 to examine its offices, and facilities engaged in performance of this
15 SUBGRANT and all its records with respect to all matters covered by
16 this SUBGRANT, including the right to audit, examine and make excerpts
17 of transcripts and from such records to make audit of all contracts
18 and subcontracts, invoices, payrolls, records or personnel conditions
19 of employment, material and all other data relating to matters covered
20 by the SUBGRANT.

21 (e) Documentation of Cost

22 All cost shall be supported by properly executed payrolls, time
23 records, invoices, contracts, or vouchers or other official documen-
24 tation evidencing in proper detail the nature and the propriety of the
25 charge. All checks, payrolls, accounting documents, pertaining in
26 whole or part of this contract shall be clearly identified and
27 readily accessible.

28 6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this Agreement in the event of any of the following occurrences, to wit:

- (a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.
- (b) If SUBGRANTEE is in default under any provisions of this agreement.
- (c) If SUBGRANTEE maintains a pattern of discrimination.
- (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.
- (e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.
- (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

- (1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.
- (2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.
- (3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.
- (4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is

made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Either party may terminate this SUBGRANT at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the service actually performed bears to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

9. Exculpatory Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

/////

10. Legal Relationship

- (a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- (b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.
- (c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.
- (d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer

under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, Federal Social Security Acts, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PRIME SPONSOR shall not be liable for any worker's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire budget category for the term of this program and shall explain in detail the reasons for such excess.

12. Procedures for Corrective Action

(a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administrative Officer may order corrective action.

(b) Before making such an order, the County Administrative Office or his designee shall give SUBGRANTEE ten (10) days' written notice

1 setting forth the nature of SUBGRANTEE'S noncompliance and a procedure
2 whereby SUBGRANTEE and its officers or responsible employees may
3 have an opportunity to meet with the County Administrative Office or
4 PRIME SPONSOR or his designee for the purposes of considering the
5 need for and nature of corrective action.

6 (c) An order for corrective action shall be in writing and shall set
7 forth specific directions for corrective action and a detailed
8 timetable for implementing the specific directions for reporting to
9 PRIME SPONSOR as to implementation. The order shall be served on
10 SUBGRANTEE.

11 (d) If SUBGRANTEE shall fail to implement an order for corrective action,
12 or if it shall fail to do so within the timetable set for implementation,
13 the County Administrative Officer of the PRIME SPONSOR may recommend
14 that the Governing Body suspend payments hereunder or terminate this
15 SUBGRANT.

16 (e) If SUBGRANTEE shall fail to comply with the administrative requirements
17 of this SUBGRANT, such as those requiring the timely submission of
18 all periodic reports, and if such failure shall not be suggestive of
19 other apparent misfeasance, malfeasance, or nonfeasance, the County
20 Administrative Officer shall be empowered, without consultation with
21 the Governing Body, to suspend or delay any and all payments under
22 this SUBGRANT until such failure is rectified.

23 13. Property

24 (a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall
25 be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall
26 be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-
27 70.102 (a), set forth therein, and as between PRIME SPONSOR and
28 SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor

agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

- (b) The SUBGRANTEE'S Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29-70.215-7 a copy to which is attached hereto and incorporated by this reference.

14. Program Income

- (a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion of PRIME SPONSOR, for a period of two (2) years from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.
- (b) In the case of income generated by projects under YCCIP, SUBGRANTEE may retain this income, at the discretion of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this section shall apply.
- (c) SUBGRANTEE shall make monthly reports on the expenditure of this income on forms approved by PRIME SPONSOR.
- (d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

15. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an

1 agreement or understanding for commission, percentage, brokerage, or
2 contingency fee. For breach or violation of this covenant the PRIME SPONSOR
3 shall have the right to annul this agreement without liability or, at its
4 discretion, to deduct from the compensation or otherwise recover, the full
5 amount of such commission, percentage, brokerage, or contingency fee.

6 16. Laws

7 SUBGRANTEE shall comply with all the applicable laws, decisions, statutes,
8 regulations and ordinances of the United States, the State of California,
9 and local governments, and as they are amended during the term of this
10 agreement.

11 17. Copyrights and Rights in Data

12 Where activities supported by this SUBGRANT produce original computer
13 programs, writing sound recordings, pictorial reproductions, drawings or
14 other graphical representation and works of any similar nature (the term
15 computer programs includes executable computer programs and supporting
16 data in any form), PRIME SPONSOR and/or the Department of Labor reserve
17 the right to use, duplicate, and disclose the same, in whole or in part,
18 in any manner for any purpose whatsoever, and to authorize others to do so.
19 If any material described in the previous sentence is subject to copyright,
20 PRIME SPONSOR and/or the Department of Labor reserve the right to copyright
21 such and SUBGRANTEE agrees not to copyright such material. If the material
22 is copyrighted, PRIME SPONSOR and/or the Department of Labor reserve a
23 royalty-free, non-exclusive, and irrevocable license to reproduce, publish,
24 and use such materials, in the whole or in part, and to authorize others
25 to do so.

26 18. Publication

27 Before publishing any materials produced by activities supported by this
28 agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance

of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial preface or introduction to these materials as published contain the following:

(a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from the YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."

(b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the Department of Labor. YOLO COUNTY and the Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."

(c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials

1 to be published and resubmit them to PRIME SPONSOR which shall prepare
2 comments on the resubmitted data within thirty (30) days after receipt
3 thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE
4 shall determine whether or not to accept or adopt any of the comments on
5 the revised materials as resubmitted to PRIME SPONSOR and shall advise
6 PRIME SPONSOR of this determination within fifteen (15) days after receipt
7 of the comments of PRIME SPONSOR. Thereafter, the materials may be
8 published or revised in accordance with the procedures set forth above in
9 the publication of materials on which PRIME SPONSOR has submitted its
10 comments to SUBGRANTEE.

11 If PRIME SPONSOR has not submitted its comments on any materials submitted
12 to it within ninety (90) days after PRIME SPONSOR has received any such
13 materials, SUBGRANTEE may proceed to publish the materials in the form
14 in which they have been submitted to PRIME SPONSOR but shall include the
15 credit statement and the disclaimer statement set forth above, but without
16 any further comments.

17 19. Patents

18 If any discovery or invention arises or is developed in the course of or
19 as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer
20 the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees
21 that determination of rights to inventions or discoveries made under this
22 agreement shall be made by the Department of Labor, or its duly authorized
23 representatives, who shall have the sole and exclusive powers to determine
24 whether or not and where a patent application should be filed and to
25 determine the disposition of all rights in such inventions or discoveries,
26 including title to and license rights under any patent application or
27 patent which may issue thereon. The determination of DOL, or its duly
28 authorized representative, shall be accepted as final. SUBGRANTEE agrees

1 and otherwise recognizes that PRIME SPONSOR and/or The Department of Labor
2 shall acquire at least an irrevocable, non-exclusive, and royalty-free
3 license to practice and have practiced throughout the world for governmental
4 purposes any invention made in the course of or under this Agreement.

5 20. Personnel

- 6 (a) SUBGRANTEE represents that he has, or will secure at his own expense,
7 all personnel required in performing the services under this SUBGRANT.
8 Such personnel shall not be employees of or have any contractual
9 relationship with PRIME SPONSOR.
- 10 (b) All of the services hereunder will be performed by SUBGRANTEE or under
11 his/her supervision, and all personnel engaged in the work shall be
12 fully qualified and shall be authorized under State and local law to
13 perform such services.
- 14 (c) None of the work or services covered by this SUBGRANT shall be
15 subcontracted without the prior written approval of PRIME SPONSOR.
- 16 (d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of
17 an employee in anticipation of hiring an individual with funds
18 available under Titles II-D or VI. In addition, no participant shall
19 be used to fill positions or provide services normally provided by
20 temporary, part-time, or seasonal workers or contracted out, or to
21 fill full-time vacancies. SUBGRANTEE shall not hire any person into
22 any job funded under Titles II-D and VI when any other person is on
23 lay-off from the same or any substantially equivalent job.
- 24 (e) SUBGRANTEE represents that it has or will establish objective
25 personnel policies and practices for recruitment, selection, promotion,
26 classification, compensation, and performance evaluation that are
27 reflective of the Intergovernment Personnel Act Merit Principles.

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1 21. Assignments

2 Without the written consent of PRIME SPONSOR, this SUBGRANT is not
3 assignable by SUBGRANTEE either in whole or in part.

4 22. Alterations

5 No alteration or variation of the terms of this SUBGRANT shall be valid
6 unless made in writing and signed by the parties hereto.

7 23. Waiver

8 The waiver by PRIME SPONSOR of any default, breach or condition shall not
9 be construed as a waiver on the part of the PRIME SPONSOR of any other
10 default, breach or condition, or any other right hereunder.

11 24. Successors

12 This SUBGRANTEE shall bind and insure to the successors in interest of
13 PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been
14 expressly named herein.

15 25. Clean Air Act of 1970

16 If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees
17 to comply with all applicable standards, orders, or regulations issued
18 pursuant to the Clean Air Act or 1970.

19 26. Nepotism

20 Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause
21 or allow to be hired, a person into an administrative capacity, staff posi-
22 tion or public service employment position funded under CETA, if a member of
23 his or her immediate family is employed in an administrative capacity for
24 the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a
25 state or local statute regarding nepotism exists which is more restrictive

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1 than the above policy, the eligible applicant should follow the State or
2 local statute in lieu of the above policy.

3 (a) The term "member of the immediate family" includes: wife, husband, son,
4 daughter, mother, father, brother, brother-in-law, sister, sister-in-law,
5 son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle,
6 niece, nephew, step-parent, and step-child.

7 (b) The term "administrative capacity" includes those persons who have over-
8 all administrative responsibility for a program, including all elected and
9 appointed officials who have any responsibility for the obtaining of and/or
10 approval of any grant funded under the Act, such as members of the PRIME
11 SPONSOR Planning Council, or Private Industry Planning Council, who are not
12 economically disadvantaged, other officials who have influence or control
13 over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

14 (c) The term "staff position" includes all CETA staff positions funded
15 under the Act, such as instructors, counselors and other staff involved in
16 administrative, training or service activities.

17 27. Non-Discrimination

18 SUBGRANTEE shall comply with the requirements of 20CFR § 676.52 regarding
19 nondiscrimination.

20 28. Federal Aid

21 It is understood by the parties hereto that neither this Agreement nor any
22 Agreement pursuant hereto shall obligate the federal government to enter into
23 any Agreement with SUBGRANTEE or any other entity for federal financial
24 assistance in connection with this Agreement; or for the planning or under-
25 taking of any work element not included in this Agreement. Any such agree-
26 ment will be entered into at the sole discretion of the federal government.

27 29. Fidelity Bond

28 Prior to any disbursement of funds to SUBGRANTEE for any purpose other than

for premium for fidelity bonds, PRIME SPONSOR shall receive a statement from SUBGRANTEE'S insurer certifying to PRIME SPONSOR that all personnel of SUBGRANTEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

30. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with minimum coverages in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right of subrogation against PRIME SPONSOR.

(b) Worker's Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability SUBGRANTEE may have for worker's compensation.

31. Entire Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this Agreement. This Agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

32. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United

States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. WHEREFORE, the parties have executed this SUBGRANT No. 79-378.

33. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, and 41 CFR Part 29-70 are attached hereto and incorporated into this SUBGRANT.

COUNTY OF YOLO, PRIME SPONSOR

Bob A. Morlock
(Signature of Authorized Officer)

Chairman, Yolo County
Board of Supervisors
(Title of Authorized Officer)

Winters Fire Protection District
(Legal Name of SUBGRANTEE)

Vernon C. Brubaker
(Signature of Authorized Officer)

Oct 9 1979
(Date)

FIRE CHIEF
(Title of Authorized Officer)

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ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
 - a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder; and
 - b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.
2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.
3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
 - a. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
 - b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
 - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.
 - d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).
 - e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).
 - f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7)).
 - g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).
 - h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

1. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).
- j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.
- k. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.
- l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).
- n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20 CFR 677.13(c)(3)).
- o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).
- p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

- q. For programs of public service employment under CETA, no jobs will be created on a promotional line that will change in any way upon promotional opportunities of persons currently in jobs not funded under CETA (20 CFR 676.73).
- r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).
- t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).
- u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).
- v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining

agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

- w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).
- x. For each participant employment and training activities funded under Title II of CETA, an Employability Development Plan (EDP) will be developed by the SUBGRANTEE. The Employability Development Plan shall include at least the following: 1) assessment data showing the participant's employability readiness; 2) barriers to employment faced by the participant; 3) specific employment and training needs; 4) specific services and activities to be developed and provided to meet those needs; and 5) an individualized plan for transition from program activities to placement in unsubsidized employment. The EDP shall be reviewed periodically throughout the duration of the participation, and revised accordingly (20 CFR 677.2).
- y. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).
- z. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

Winters Fire Department
(Legal Name of SUBGRANTEE)

Oct-9-79 19
(Date)

William E. Brown
(Signature of Authorized Officer)

Frank Chalk
(Title of Authorized Officer)

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
 Room 102, Yolo County Courthouse, Woodland, California 95695

CETA TITLE II-D OPERATING BUDGET

☒ ORIGINAL ☐ REVISION NO. _____

DATE September 5, 1979

Subgrantee Name and Address:

Contact Person David G. Kidder

Winters Fire Protection District

Phone 795-4131

Contract No. _____

10 Abbey Street

Period: From 10-1-79

To 9-30-80

Winters, CA 95694

Program Name _____

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.			577					577
NOV.			577					577
DEC.			577					577
JAN.			577					577
FEB.			606					606
MAR.			606					606
APR.			606					606
MAY			606					606
JUNE			606					606
JULY			606					606
AUG.			640					640
SEPT.			640					640
TOTAL			7,224					7,224

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.			575	2			577
NOV.			575	2			577
DEC.			575	2			577
JAN.			575	2			577
FEB.			604	2			606
MAR.			604	2			606
APR.			604	2			606
MAY			604	2			606
JUNE			604	2			606
JULY			604	2			606
AUG.			638	2			640
SEPT.			638	2			640
TOTAL			7,200	24			7,224

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

VERNON C BRUBIN FIRE CHIEF

Name and Title of Authorized Official

Jack O. Brown
Accountant

9-6-79
Date

Vernon C Brubin 10/9/79
Signature Date

James L. [Signature] 9-28-79
Principal Administrative Analyst Date

FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 41 CFR, Part 29-70 are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

Name of Subgrantee

Vernice Bue
Authorized Signature

Oct-9-19
Date

Position Listing

Title II-D

Winters Fire Protection District

<u>Position</u>	<u>Salary</u> <u>10-1-79 to 9-30-80</u>	<u>Benefits</u>	<u>Total</u>
1 Typist Clerk/Dispatcher Trainee 12 mo @ 600/2	\$7,200	\$24	\$7,224
<u>1</u>	<u>\$7,200</u>	<u>\$24</u>	<u>\$7,224</u>

Subgrant Signature Sheet

BLK

Rescinded by
M.O. 80-2, # 148

Title IID PSE

Agreement/ Subgrant No. 39-379

Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of California

Subgrantee
County Supervisors Association of California

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and the County Supervisors Association of California hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program : County Supervisors Association of California

Mailing Address : 11th & L Bldg., Suite 201

City : Sacramento, CA 95814

Phone: 441-4011

Program Director: Allen Burdick

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the Assurances and Certifications.

The term of the SUBGRANT shall begin on October 1, 1979

The term of the SUBGRANT shall end on September 30, 1980

The total amount of the SUBGRANT is \$10,176

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

By Signature

Betsy A. Marchand OCT - 2 1979

Name and Title

Date

Name and Title

Date

BETSY A. MARCHAND, Chairman
Yolo County Board of Supervisors

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of October, 1979,
by and between the County of Yolo, a political subdivision, hereinafter called
PRIME SPONSOR or County, and the County Supervisors Association of California
hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 676 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
 - (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).
 - (e) Advising all participants of their rights and responsibilities prior

to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR §676.83 and 676.84; and

(f) Making maximum efforts to achieve the provision of the plan.

2. The County Supervisors Association of California is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679
- (d) Code of Federal Regulations - 41 CFR Part 29-70
- (e) Assurances and Certifications
- (f) Operating Budget
- (g) Position Listing
- (h)
- (i)
- (j)
- (k)
- (l)
- (m)
- (n)
- (o)
- (p)
- (q)

1 2. Program

2 SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME
3 SPONSOR perform the services described in the attachments listed above
4 under Subgrant which are subject to all the terms, conditions, and
5 assurances of this SUBGRANT.

6 3. Term

7 The term of this SUBGRANT shall begin October 1, 1979
8 and shall end September 30, 1980, as set forth on the
9 Signature Sheet. Grant funds may not, without advance written approval by
10 PRIME SPONSOR, be obligated before the beginning of the term or after the
11 ending of the term.

12 4. Payment

13 PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs
14 incurred in the performance of this contract in accordance with the following:

15 (a) Total Reimbursement shall not exceed the amount of \$ 10,176

16 as set forth on Signature Sheet.

17 (b) Payment of costs incurred in the performance of this contract shall be
18 paid on the basis of an approved monthly claim as follows:

19 (1) Within ten (10) days following the completion of each calender
20 month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing
21 all expenditures made pursuant to this SUBGRANT during the
22 preceding month.

23 (2) The County Administrative Officer of PRIME SPONSOR, or his de-
24 signee, shall review that claim, may review the records, books of
25 account, trial balance and vouchers of SUBGRANTEE, and shall
26 approve the claim to the extent that SUBGRANTEE has incurred
27 reasonable and necessary costs pursuant to this subgrant,
28 including the Budget Schedules attached hereto.

1 (3) To the extent permitted by the federal government, the County
2 Administrative Officer or his designee may approve an advance of
3 working capital to SUBGRANTEE. Each advance of working capital
4 may be made only upon application in writing by SUBGRANTEE. Each
5 approval shall be in writing and shall set forth the terms for
6 repayment. Repayment shall be offset against amounts payable
7 on monthly claims. The terms of repayment may be modified by
8 written order of the County Administrative Officer or his designee.
9 Upon termination of this subgrant any unpaid advances shall be
10 offset against any remaining payments to SUBGRANTEE. Any advances
11 exceeding remaining payments shall be repaid to PRIME SPONSOR
12 immediately.

13 (c) Reasonable and necessary costs shall be determined by PRIME SPONSOR
14 in accordance with the requirements of the United States Department of
15 Labor regulations and the United States General Services Administration
16 Federal Management Circular 74-4, United States Office of Management
17 and Budget Circular A-102, and any additional requirements or procedures
18 established by PRIME SPONSOR.

19 (d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME
20 SPONSOR has made applications to the United States Department of Labor
21 for a grant of funds under the Comprehensive Employment and Training
22 Act of 1973, as amended, for the purpose of funding services under this
23 contract and that PRIME SPONSOR is not obligated to provide funds to
24 SUBGRANTEE and SUBGRANTEE is not obligated to provide services under
25 the contract until such funds are made available to PRIME SPONSOR by
26 the Department of Labor.

27 (e) Approved claims shall be paid only from funds granted to PRIME SPONSOR
28 by the Department of Labor.

1 5. Records, Audits, Inspection

2 (a) Establishment and Maintenance of Records

3 The SUBGRANTEE shall maintain records, including but not limited to
4 books, financial records, supporting documents, statistical records,
5 personnel, property, participant, and all other pertinent records
6 sufficient to reflect properly, (a) all direct and indirect costs of
7 whatsoever nature claimed to have been incurred and anticipated to
8 be incurred to perform this contract, and (b) all other matters
9 covered by this SUBGRANT for which the maintenance and retention of
10 records is required by law, including but not limited to U. S. GSA
11 Federal Management Circular 74-4, and regulations of the U. S.
12 Department of Labor, including but not limited to 20 CFR §676.35 and
13 41 CFR §29-70.203. The obligation to maintain and preserve records
14 shall not be diminished by any instructions or advice given by PRIME
15 SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to
16 PRIME SPONSOR.

17 (b) Preservation of Records

18 SUBGRANTEE shall preserve and make available its records related to
19 this SUBGRANT (a) until the expiration of three (3) years from the
20 date of final payment to SUBGRANTEE under this SUBGRANT except that
21 records relating to participants' participation in a CETA program
22 shall be maintained for each participant for a period of five (5)
23 years from the date of enrollment into the program.

24 If, prior to the expiration of the required retention period, any
25 litigation or audit is begun or a claim is instituted involving
26 the records, SUBGRANTEE shall retain the records beyond the
27 retention period until the litigation, audit findings, or claim
28 has been finally resolved.

1 (c) Accounting by SUBGRANTEE

2 SUBGRANTEE shall establish and maintain at all times, on a current
3 basis in conjunction with the Program, an adequate accrual system of
4 accounting covering all costs, items and expenditures with respect
5 to the Program, in accordance with generally accepted accounting
6 principles and standards, and in accordance with requirements of the
7 federal government and any PRIME SPONSOR requirements as set forth
8 in the "Subgrantees' Fiscal Activities Manual."

9 (d) Examination of Records and Facilities

10 At any time during normal business hours, PRIME SPONSOR or duly
11 authorized representative thereof, shall until expiration of three
12 (3) years after final payment under this SUBGRANT, or any longer
13 period as required by applicable law, have access to and the right
14 to examine its offices, and facilities engaged in performance of this
15 SUBGRANT and all its records with respect to all matters covered by
16 this SUBGRANT, including the right to audit, examine and make excerpts
17 of transcripts and from such records to make audit of all contracts
18 and subcontracts, invoices, payrolls, records or personnel conditions
19 of employment, material and all other data relating to matters covered
20 by the SUBGRANT.

21 (e) Documentation of Cost

22 All cost shall be supported by properly executed payrolls, time
23 records, invoices, contracts, or vouchers or other official documen-
24 tation evidencing in proper detail the nature and the propriety of the
25 charge. All checks, payrolls, accounting documents, pertaining in
26 whole or part of this contract shall be clearly identified and
27 readily accessible.

28 6. Suspension of Disallowance of Payments

1 PRIME SPONSOR may at any time elect to offset against, suspend, or disallow
2 payment to SUBGRANTEE in whole or part or to demand repayment under this
3 Agreement in the event of any of the following occurrences, to wit:

- 4 (a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation
5 of any nature with respect to any information or data furnished to
6 PRIME SPONSOR in connection with Program.
7 (b) If SUBGRANTEE is in default under any provisions of this agreement.
8 (c) If SUBGRANTEE maintains a pattern of discrimination.
9 (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct
10 of activities and program.
11 (e) If the SUBGRANTEE fails to comply with any other terms and conditions
12 of this SUBGRANT.
13 (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect
14 or incomplete in any material respect.

15 7. Termination of SUBGRANT

16 (a) With Cause

17 PRIME SPONSOR may terminate the SUBGRANT in the following instances
18 by giving written notice to the SUBGRANTEE at least five (5) days
19 prior to the effective termination date stated in the notice:

- 20 (1) If through any cause SUBGRANTEE shall fail to fulfill in timely
21 and proper manner its obligations under this Agreement.
22 (2) If SUBGRANTEE shall violate any of the covenants or stipulations
23 of this Agreement.
24 (3) If the grant from the U. S. Department of Labor under which this
25 Agreement is made is terminated.
26 (4) If SUBGRANTEE is unable or unwilling to comply with such ad-
27 ditional conditions as may be lawfully applied by the U. S.
28 Department of Labor to the grant under which this Agreement is

1 made. SUBGRANTEE shall not be relieved of liability to PRIME
2 SPONSOR for damages sustained by PRIME SPONSOR by virtue of any
3 breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may
4 withhold any reimbursement to SUBGRANTEE for the purpose of
5 setoff until such time as the exact amount of damages due PRIME
6 SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

7 (b) Without Cause

8 Either party may terminate this SUBGRANT at any time by giving
9 written notice to the other party of such termination and specifying the
10 effective date thereof, at least 30 days before the effective date
11 of such termination. If the SUBGRANT is terminated
12 as provided herein, SUBGRANTEE will be paid an amount which the same
13 ratio to the total compensation as the service actually performed
14 bears to the total services of SUBGRANTEE covered by this SUBGRANT,
15 less payments of compensation previously made.

16 8. Severability of Provisions

17 If any provisions of this SUBGRANT are held invalid, the remainder of this
18 SUBGRANT shall not be affected thereby, if such remainder would then
19 continue to conform to terms and requirements of applicable law.

20 9. Exculpatory Clause

21 SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its
22 officers, employees and agents from and against all claims, losses,
23 liabilities, or damages, including attorney fees, arising out of or
24 resulting from the performance of this Agreement, caused in whole or in
25 part by any negligent act or omission of SUBGRANTEE or anyone directly
26 or indirectly employed by SUBGRANTEE, regardless of whether or not it is
27 caused in part by a party indemnified hereunder.

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10. Legal Relationship

- (a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- (b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.
- (c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.
- (d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer

1 under the Federal Insurance Contributions Act, the Federal Unemployment
2 Tax Act, Federal Social Security Acts, the Unemployment Compensation
3 Act, or any other Federal or State laws or acts which in any way
4 affect or relate to the relationship of employer and employee, and
5 shall be liable for any Social Security, Unemployment Compensation
6 or other taxes or penalties arising or levied by reason of the
7 employment of such persons employed by it. PRIME SPONSOR shall not
8 be liable for any worker's compensation or other benefits accruing
9 under any Federal or State law or acts to any persons employed by
10 the said SUBGRANTEE under this Agreement, but such liability, if
11 any, shall be exclusively that of SUBGRANTEE.

12 11. Monthly Report

13 SUBGRANTEE shall be responsible for filing monthly reports with PRIME
14 SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR
15 and shall contain all data and information concerning both quality and
16 quantity of program performance required by PRIME SPONSOR. Each report
17 shall set forth the extent to which the Program Performance Goals have
18 been met and shall explain in detail the reasons any such plans have not
19 been met. Each report shall set forth the extent expenditures exceed a
20 prorata portion of the entire budget category for the term of this program
21 and shall explain in detail the reasons for such excess.

22 12. Procedures for Corrective Action

- 23 (a) Whenever the County Administrative Officer of PRIME SPONSOR determines
24 in the manner set forth herein that SUBGRANTEE has failed to comply
25 with any provision of this SUBGRANT, the County Administrative Officer
26 may order corrective action.
- 27 (b) Before making such an order, the County Administrative Office or
28 his designee shall give SUBGRANTEE ten (10) days' written notice

1 setting forth the nature of SUBGRANTEE'S noncompliance and a procedure
2 whereby SUBGRANTEE and its officers or responsible employees may
3 have an opportunity to meet with the County Administrative Office or
4 PRIME SPONSOR or his designee for the purposes of considering the
5 need for and nature of corrective action.

- 6 (c) An order for corrective action shall be in writing and shall set
7 forth specific directions for corrective action and a detailed
8 timetable for implementing the specific directions for reporting to
9 PRIME SPONSOR as to implementation. The order shall be served on
10 SUBGRANTEE.
- 11 (d) If SUBGRANTEE shall fail to implement an order for corrective action,
12 or if it shall fail to do so within the timetable set for implementation,
13 the County Administrative Officer of the PRIME SPONSOR may recommend
14 that the Governing Body suspend payments hereunder or terminate this
15 SUBGRANT.
- 16 (e) If SUBGRANTEE shall fail to comply with the administrative requirements
17 of this SUBGRANT, such as those requiring the timely submission of
18 all periodic reports, and if such failure shall not be suggestive of
19 other apparent misfeasance, malfeasance, or nonfeasance, the County
20 Administrative Officer shall be empowered, without consultation with
21 the Governing Body, to suspend or delay any and all payments under
22 this SUBGRANT until such failure is rectified.

23 13. Property

- 24 (a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall
25 be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall
26 be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-
27 70.102 (a), set forth therein, and as between PRIME SPONSOR and
28 SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor

agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

- (b) The SUBGRANTEE'S Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29-70.215-7 a copy to which is attached hereto and incorporated by this reference.

14. Program Income

- (a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion of PRIME SPONSOR, for a period of two (2) years from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.
- (b) In the case of income generated by projects under YCCIP, SUBGRANTEE may retain this income, at the discretion of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this section shall apply.
- (c) SUBGRANTEE shall make monthly reports on the expenditure of this income on forms approved by PRIME SPONSOR.
- (d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

15. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an

1 agreement or understanding for commission, percentage, brokerage, or
2 contingency fee. For breach or violation of this covenant the PRIME SPONSOR
3 shall have the right to annul this agreement without liability or, at its
4 discretion, to deduct from the compensation or otherwise recover, the full
5 amount of such commission, percentage, brokerage, or contingency fee.

6 16. Laws

7 SUBGRANTEE shall comply with all the applicable laws, decisions, statutes,
8 regulations and ordinances of the United States, the State of California,
9 and local governments, and as they are amended during the term of this
10 agreement.

11 17. Copyrights and Rights in Data

12 Where activities supported by this SUBGRANT produce original computer
13 programs, writing sound recordings, pictorial reproductions, drawings or
14 other graphical representation and works of any similar nature (the term
15 computer programs includes executable computer programs and supporting
16 data in any form), PRIME SPONSOR and/or the Department of Labor reserve
17 the right to use, duplicate, and disclose the same, in whole or in part,
18 in any manner for any purpose whatsoever, and to authorize others to do so.
19 If any material described in the previous sentence is subject to copyright,
20 PRIME SPONSOR and/or the Department of Labor reserve the right to copyright
21 such and SUBGRANTEE agrees not to copyright such material. If the material
22 is copyrighted, PRIME SPONSOR and/or the Department of Labor reserve a
23 royalty-free, non-exclusive, and irrevocable license to reproduce, publish,
24 and use such materials, in the whole or in part, and to authorize others
25 to do so.

26 18. Publication

27 Before publishing any materials produced by activities supported by this
28 agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance

of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial preface or introduction to these materials as published contain the following:

- (a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from the YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."
- (b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the Department of Labor. YOLO COUNTY and the Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."
- (c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials

1 to be published and resubmit them to PRIME SPONSOR which shall prepare
2 comments on the resubmitted data within thirty (30) days after receipt
3 thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE
4 shall determine whether or not to accept or adopt any of the comments on
5 the revised materials as resubmitted to PRIME SPONSOR and shall advise
6 PRIME SPONSOR of this determination within fifteen (15) days after receipt
7 of the comments of PRIME SPONSOR. Thereafter, the materials may be
8 published or revised in accordance with the procedures set forth above in
9 the publication of materials on which PRIME SPONSOR has submitted its
10 comments to SUBGRANTEE.

11 If PRIME SPONSOR has not submitted its comments on any materials submitted
12 to it within ninety (90) days after PRIME SPONSOR has received any such
13 materials, SUBGRANTEE may proceed to publish the materials in the form
14 in which they have been submitted to PRIME SPONSOR but shall include the
15 credit statement and the disclaimer statement set forth above, but without
16 any further comments.

17 19. Patents

18 If any discovery or invention arises or is developed in the course of or
19 as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer
20 the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees
21 that determination of rights to inventions or discoveries made under this
22 agreement shall be made by the Department of Labor, or its duly authorized
23 representatives, who shall have the sole and exclusive powers to determine
24 whether or not and where a patent application should be filed and to
25 determine the disposition of all rights in such inventions or discoveries,
26 including title to and license rights under any patent application or
27 patent which may issue thereon. The determination of DOL, or its duly
28 authorized representative, shall be accepted as final. SUBGRANTEE agrees

and otherwise recognizes that PRIME SPONSOR and/or The Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

20. Personnel

- (a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.
- (b) All of the services hereunder will be performed by SUBGRANTEE or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- (c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.
- (d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Titles II-D or VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Titles II-D and VI when any other person is on lay-off from the same or any substantially equivalent job.
- (e) SUBGRANTEE represents that it has or will establish objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, and performance evaluation that are reflective of the Intergovernment Personnel Act Merit Principles.

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1 21. Assignments

2 Without the written consent of PRIME SPONSOR, this SUBGRANT is not
3 assignable by SUBGRANTEE either in whole or in part.

4 22. Alterations

5 No alteration or variation of the terms of this SUBGRANT shall be valid
6 unless made in writing and signed by the parties hereto.

7 23. Waiver

8 The waiver by PRIME SPONSOR of any default, breach or condition shall not
9 be construed as a waiver on the part of the PRIME SPONSOR of any other
10 default, breach or condition, or any other right hereunder.

11 24. Successors

12 This SUBGRANTEE shall bind and insure to the successors in interest of
13 PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been
14 expressly named herein.

15 25. Clean Air Act of 1970

16 If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees
17 to comply with all applicable standards, orders, or regulations issued
18 pursuant to the Clean Air Act or 1970.

19 26. Nepotism

20 Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause
21 or allow to be hired, a person into an administrative capacity, staff posi-
22 tion or public service employment position funded under CETA, if a member of
23 his or her immediate family is employed in an administrative capacity for
24 the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a
25 state or local statute regarding nepotism exists which is more restrictive

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1 than the above policy, the eligible applicant should follow the State or
2 local statute in lieu of the above policy.

3 (a) The term "member of the immediate family" includes: wife, husband, son,
4 daughter, mother, father, brother, brother-in-law, sister, sister-in-law,
5 son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle,
6 niece, nephew, step-parent, and step-child.

7 (b) The term "administrative capacity" includes those persons who have over-
8 all administrative responsibility for a program, including all elected and
9 appointed officials who have any responsibility for the obtaining of and/or
10 approval of any grant funded under the Act, such as members of the PRIME
11 SPONSOR Planning Council, or Private Industry Planning Council, who are not
12 economically disadvantaged, other officials who have influence or control
13 over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

14 (c) The term "staff position" includes all CETA staff positions funded
15 under the Act, such as instructors, counselors and other staff involved in
16 administrative, training or service activities.

17 27. Non-Discrimination

18 SUBGRANTEE shall comply with the requirements of 20CFR § 676.52 regarding
19 nondiscrimination.

20 28. Federal Aid

21 It is understood by the parties hereto that neither this Agreement nor any
22 Agreement pursuant hereto shall obligate the federal government to enter into
23 any Agreement with SUBGRANTEE or any other entity for federal financial
24 assistance in connection with this Agreement; or for the planning or under-
25 taking of any work element not included in this Agreement. Any such agree-
26 ment will be entered into at the sole discretion of the federal government.

27 29. Fidelity Bond

28 Prior to any disbursement of funds to SUBGRANTEE for any purpose other than

for premium for fidelity bonds, PRIME SPONSOR shall receive a statement from SUBGRANTEE'S insurer certifying to PRIME SPONSOR that all personnel of SUBGRANTEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

30. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with minimum coverages in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right of subrogation against PRIME SPONSOR.

(b) Worker's Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability SUBGRANTEE may have for worker's compensation.

31. Entire Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this Agreement. This Agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

32. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United

States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. WHEREFORE, the parties have executed this SUBGRANT No. 79-379.

33. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, and 41 CFR Part 29-70 are attached hereto and incorporated into this SUBGRANT.

COUNTY OF YOLO, PRIME SPONSOR

Betsy A. Marchand

(Signature of Authorized Officer)

Chairman, Yolo County
Board of Supervisors

(Title of Authorized Officer)

County Supervisors Association of California
(Legal Name of SUBGRANTEE)

(Signature of Authorized Officer)

(Date) _____ 19 _____

(Title of Authorized Officer)

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FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 41 CFR, Part 29-70 are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

Name of Subgrantee

Authorized Signature

Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
 - a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder; and
 - b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.
2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.
3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
 - a. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
 - b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
 - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.
 - d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).
 - e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).
 - f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7)).
 - g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).
 - h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate opportunity opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

1. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).
- j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.
- k. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.
1. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).
- n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20 CFR 677.13(c)(3)).
- o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).
- p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

- q. For programs of public service employment under CETA, no jobs will be created on a promotional line that will in any way upon promotional opportunities of persons currently in jobs not funded under CETA (20 CFR 676.73).
- r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).
- t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).
- u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).
- v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining

agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

- w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).
- x. For each participant employment and training activities funded under Title II of CETA, an Employability Development Plan (EDP) will be developed by the SUBGRANTEE. The Employability Development Plan shall include at least the following: 1) assessment data showing the participant's employability readiness; 2) barriers to employment faced by the participant; 3) specific employment and training needs; 4) specific services and activities to be developed and provided to meet those needs; and 5) an individualized plan for transition from program activities to placement in unsubsidized employment. The EDP shall be reviewed periodically throughout the duration of the participation, and revised accordingly (20 CFR 677.2).
- y. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).
- z. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

County Supervisors Association of California
(Legal Name of SUBGRANTEE)

(Date)

19

(Signature of Authorized Officer)

(Title of Authorized Officer)

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

Room 102, Yolo County Courthouse, Woodland, California 95695

C. TITLE II-D OPERATING BUDGET

☒ ORIGINAL ☐ REVISION NO. _____

DATE September 5, 1979

Subgrantee Name and Address:

Contact Person Allen Burdick

County Supervisors Assoc. of California

Phone 441-4011

Contract No. _____

11th & L Bldg., Suite 201

Period: From 10-1-79

To 9-30-80

Sacramento, CA 95814

Program Name _____

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.			818					818
NOV.			818					818
DEC.			818					818
JAN.			818					818
FEB.			818					818
MAR.			845					845
APR.			845					845
MAY			845					845
JUNE			845					845
JULY			902					902
AUG.			902					902
SEPT.			902					902
TOTAL			10,176					10,176

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.			738	80			818
NOV.			738	80			818
DEC.			738	80			818
JAN.			738	80			818
FEB.			738	80			818
MAR.			762	83			845
APR.			762	83			845
MAY			762	83			845
JUNE			762	83			845
JULY			814	88			902
AUG.			814	88			902
SEPT.			814	88			902
TOTAL			9,180	996			10,176

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Name and Title of Authorized Official _____

Joseph A. Boyer
Accountant

9-6-79
Date

Signature _____

Date _____

James L. Smith
Principal Administrative Analyst

9-10-79
Date

Position Listing

Title II-D

County Supervisors Assoc. of California

<u>Position</u>	<u>Salary</u> <u>10-1-79 to</u>	<u>Benefits</u> <u>9-30-80</u>	<u>Total</u>
1 Office Assistant 12 mo. @ 765/83	\$9,180	\$996	\$10,176
<u>1</u>	<u>\$9,180</u>	<u>\$996</u>	<u>\$10,176</u>

Subgrant Signature Sheet

BK.

Title IID PSE

Agreement/ 89-380
Subgrant No.

Grantor (PRIME SPONSOR) COUNTY OF YOLO, a political subdivision of the State of California	Subgrantee Davis Joint Unified School District
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This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and the Davis Joint Unified School District, hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

FILED

Program : Davis Joint Unified School District	OCT 18 1979
Mailing Address : 526 B Street	PETER McNAMEE, Clerk By <u>Picbie Murabana</u> Deputy
City : Davis, CA 95616	Phone: 756-0464
Program Director: Leo Masson	

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the Assurances and Certifications.

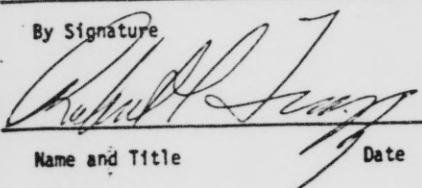
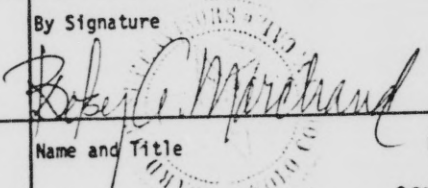
The term of the SUBGRANT shall begin on October 1, 1979

The term of the SUBGRANT shall end on September 30, 1980

The total amount of the SUBGRANT is \$51,204

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature 	By Signature 
Name and Title Robert E. Trigg Superintendent	Name and Title BETSY A. MARCHAND, Chairman Yolo County Board of Supervisors
Date 10/12/79	Date OCT 2 - 1979

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of October, 1979,
by and between the County of Yolo, a political subdivision, hereinafter called
PRIME SPONSOR or County, and the Davis Joint Unified School District
hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 676 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
 - (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).
 - (e) Advising all participants of their rights and responsibilities prior

to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR §676.83 and 676.84; and

(f) Making maximum efforts to achieve the provision of the plan.

2. The Davis Joint Unified School District is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679
- (d) Code of Federal Regulations - 41 CFR Part 29-70
- (e) Assurances and Certifications
- (f) Operating Budget
- (g) Position Listing
- (h)
- (i)
- (j)
- (k)
- (l)
- (m)
- (n)
- (o)
- (p)
- (q)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin October 1, 1979 and shall end September 30, 1980, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

- (a) Total Reimbursement shall not exceed the amount of \$ 51,204 as set forth on Signature Sheet.
- (b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:
 - (1) Within ten (10) days following the completion of each calendar month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.
 - (2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this subgrant, including the Budget Schedules attached hereto.

1 (3) To the extent permitted by the federal government, the County
2 Administrative Officer or his designee may approve an advance of
3 working capital to SUBGRANTEE. Each advance of working capital
4 may be made only upon application in writing by SUBGRANTEE. Each
5 approval shall be in writing and shall set forth the terms for
6 repayment. Repayment shall be offset against amounts payable
7 on monthly claims. The terms of repayment may be modified by
8 written order of the County Administrative Officer or his designee.
9 Upon termination of this subgrant any unpaid advances shall be
10 offset against any remaining payments to SUBGRANTEE. Any advances
11 exceeding remaining payments shall be repaid to PRIME SPONSOR
12 immediately.

13 (c) Reasonable and necessary costs shall be determined by PRIME SPONSOR
14 in accordance with the requirements of the United States Department of
15 Labor regulations and the United States General Services Administration
16 Federal Management Circular 74-4, United States Office of Management
17 and Budget Circular A-102, and any additional requirements or procedures
18 established by PRIME SPONSOR.

19 (d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME
20 SPONSOR has made applications to the United States Department of Labor
21 for a grant of funds under the Comprehensive Employment and Training
22 Act of 1973, as amended, for the purpose of funding services under this
23 contract and that PRIME SPONSOR is not obligated to provide funds to
24 SUBGRANTEE and SUBGRANTEE is not obligated to provide services under
25 the contract until such funds are made available to PRIME SPONSOR by
26 the Department of Labor.

27 (e) Approved claims shall be paid only from funds granted to PRIME SPONSOR
28 by the Department of Labor.

1 5. Records, Audits, Inspection

2 (a) Establishment and Maintenance of Records

3 The SUBGRANTEE shall maintain records, including but not limited to
4 books, financial records, supporting documents, statistical records,
5 personnel, property, participant, and all other pertinent records
6 sufficient to reflect properly, (a) all direct and indirect costs of
7 whatsoever nature claimed to have been incurred and anticipated to
8 be incurred to perform this contract, and (b) all other matters
9 covered by this SUBGRANT for which the maintenance and retention of
10 records is required by law, including but not limited to U. S. GSA
11 Federal Management Circular 74-4, and regulations of the U. S.
12 Department of Labor, including but not limited to 20 CFR §676.35 and
13 41 CFR §29-70.203. The obligation to maintain and preserve records
14 shall not be diminished by any instructions or advice given by PRIME
15 SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to
16 PRIME SPONSOR.

17 (b) Preservation of Records

18 SUBGRANTEE shall preserve and make available its records related to
19 this SUBGRANT (a) until the expiration of three (3) years from the
20 date of final payment to SUBGRANTEE under this SUBGRANT except that
21 records relating to participants' participation in a CETA program
22 shall be maintained for each participant for a period of five (5)
23 years from the date of enrollment into the program.

24 If, prior to the expiration of the required retention period, any
25 litigation or audit is begun or a claim is instituted involving
26 the records, SUBGRANTEE shall retain the records beyond the
27 retention period until the litigation, audit findings, or claim
28 has been finally resolved.

1 (c) Accounting by SUBGRANTEE

2 SUBGRANTEE shall establish and maintain at all times, on a current
3 basis in conjunction with the Program, an adequate accrual system of
4 accounting covering all costs, items and expenditures with respect
5 to the Program, in accordance with generally accepted accounting
6 principles and standards, and in accordance with requirements of the
7 federal government and any PRIME SPONSOR requirements as set forth
8 in the "Subgrantees' Fiscal Activities Manual."

9 (d) Examination of Records and Facilities

10 At any time during normal business hours, PRIME SPONSOR or duly
11 authorized representative thereof, shall until expiration of three
12 (3) years after final payment under this SUBGRANT, or any longer
13 period as required by applicable law, have access to and the right
14 to examine its offices, and facilities engaged in performance of this
15 SUBGRANT and all its records with respect to all matters covered by
16 this SUBGRANT, including the right to audit, examine and make excerpts
17 of transcripts and from such records to make audit of all contracts
18 and subcontracts, invoices, payrolls, records or personnel conditions
19 of employment, material and all other data relating to matters covered
20 by the SUBGRANT.

21 (e) Documentation of Cost

22 All cost shall be supported by properly executed payrolls, time
23 records, invoices, contracts, or vouchers or other official documen-
24 tation evidencing in proper detail the nature and the propriety of the
25 charge. All checks, payrolls, accounting documents, pertaining in
26 whole or part of this contract shall be clearly identified and
27 readily accessible.

28 6. Suspension of Disallowance of Payments

1 PRIME SPONSOR may at any time elect to offset against, suspend, or disallow
2 payment to SUBGRANTEE in whole or part or to demand repayment under this
3 Agreement in the event of any of the following occurrences, to wit:

- 4 (a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation
5 of any nature with respect to any information or data furnished to
6 PRIME SPONSOR in connection with Program.
7 (b) If SUBGRANTEE is in default under any provisions of this agreement.
8 (c) If SUBGRANTEE maintains a pattern of discrimination.
9 (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct
10 of activities and program.
11 (e) If the SUBGRANTEE fails to comply with any other terms and conditions
12 of this SUBGRANT.
13 (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect
14 or incomplete in any material respect.

15 7. Termination of SUBGRANT

16 (a) With Cause

17 PRIME SPONSOR may terminate the SUBGRANT in the following instances
18 by giving written notice to the SUBGRANTEE at least five (5) days
19 prior to the effective termination date stated in the notice:

- 20 (1) If through any cause SUBGRANTEE shall fail to fulfill in timely
21 and proper manner its obligations under this Agreement.
22 (2) If SUBGRANTEE shall violate any of the covenants or stipulations
23 of this Agreement.
24 (3) If the grant from the U. S. Department of Labor under which this
25 Agreement is made is terminated.
26 (4) If SUBGRANTEE is unable or unwilling to comply with such ad-
27 ditional conditions as may be lawfully applied by the U. S.
28 Department of Labor to the grant under which this Agreement is

1 made. SUBGRANTEE shall not be relieved of liability to PRIME
2 SPONSOR for damages sustained by PRIME SPONSOR by virtue of any
3 breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may
4 withhold any reimbursement to SUBGRANTEE for the purpose of
5 setoff until such time as the exact amount of damages due PRIME
6 SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

7 (b) Without Cause

8 Either party may terminate this SUBGRANT at any time by giving
9 written notice to the other party of such termination and specifying the
10 effective date thereof, at least 30 days before the effective date
11 of such termination. If the SUBGRANT is terminated
12 as provided herein, SUBGRANTEE will be paid an amount which the same
13 ratio to the total compensation as the service actually performed
14 bears to the total services of SUBGRANTEE covered by this SUBGRANT,
15 less payments of compensation previously made.

16 8. Severability of Provisions

17 If any provisions of this SUBGRANT are held invalid, the remainder of this
18 SUBGRANT shall not be affected thereby, if such remainder would then
19 continue to conform to terms and requirements of applicable law.

20 9. Exculpatory Clause

21 SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its
22 officers, employees and agents from and against all claims, losses,
23 liabilities, or damages, including attorney fees, arising out of or
24 resulting from the performance of this Agreement, caused in whole or in
25 part by any negligent act or omission of SUBGRANTEE or anyone directly
26 or indirectly employed by SUBGRANTEE, regardless of whether or not it is
27 caused in part by a party indemnified hereunder.

28 /////

10. Legal Relationship

- (a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- (b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.
- (c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.
- (d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer

1 under the Federal Insurance Contributions Act, the Federal Unemployment
2 Tax Act, Federal Social Security Acts, the Unemployment Compensation
3 Act, or any other Federal or State laws or acts which in any way
4 affect or relate to the relationship of employer and employee, and
5 shall be liable for any Social Security, Unemployment Compensation
6 or other taxes or penalties arising or levied by reason of the
7 employment of such persons employed by it. PRIME SPONSOR shall not
8 be liable for any worker's compensation or other benefits accruing
9 under any Federal or State law or acts to any persons employed by
10 the said SUBGRANTEE under this Agreement, but such liability, if
11 any, shall be exclusively that of SUBGRANTEE.

12 11. Monthly Report

13 SUBGRANTEE shall be responsible for filing monthly reports with PRIME
14 SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR
15 and shall contain all data and information concerning both quality and
16 quantity of program performance required by PRIME SPONSOR. Each report
17 shall set forth the extent to which the Program Performance Goals have
18 been met and shall explain in detail the reasons any such plans have not
19 been met. Each report shall set forth the extent expenditures exceed a
20 prorata portion of the entire budget category for the term of this program
21 and shall explain in detail the reasons for such excess.

22 12. Procedures for Corrective Action

- 23 (a) Whenever the County Administrative Officer of PRIME SPONSOR determines
24 in the manner set forth herein that SUBGRANTEE has failed to comply
25 with any provision of this SUBGRANT, the County Administrative Officer
26 may order corrective action.
- 27 (b) Before making such an order, the County Administrative Office or
28 his designee shall give SUBGRANTEE ten (10) days' written notice

1 set forth the nature of SUBGRANTEE noncompliance and a procedure
2 whereby SUBGRANTEE and its officers or responsible employees may
3 have an opportunity to meet with the County Administrative Office or
4 PRIME SPONSOR or his designee for the purposes of considering the
5 need for and nature of corrective action.

- 6 (c) An order for corrective action shall be in writing and shall set
7 forth specific directions for corrective action and a detailed
8 timetable for implementing the specific directions for reporting to
9 PRIME SPONSOR as to implementation. The order shall be served on
10 SUBGRANTEE.
- 11 (d) If SUBGRANTEE shall fail to implement an order for corrective action,
12 or if it shall fail to do so within the timetable set for implementation,
13 the County Administrative Officer of the PRIME SPONSOR may recommend
14 that the Governing Body suspend payments hereunder or terminate this
15 SUBGRANT.
- 16 (e) If SUBGRANTEE shall fail to comply with the administrative requirements
17 of this SUBGRANT, such as those requiring the timely submission of
18 all periodic reports, and if such failure shall not be suggestive of
19 other apparent misfeasance, malfeasance, or nonfeasance, the County
20 Administrative Officer shall be empowered, without consultation with
21 the Governing Body, to suspend or delay any and all payments under
22 this SUBGRANT until such failure is rectified.

23 13. Property

- 24 (a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall
25 be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall
26 be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-
27 70.102 (a), set forth therein, and as between PRIME SPONSOR and
28 SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor

agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

- (b) The SUBGRANTEE'S Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29-70.215-7 a copy to which is attached hereto and incorporated by this reference.

14. Program Income

- (a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion of PRIME SPONSOR, for a period of two (2) years from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.
- (b) In the case of income generated by projects under YCCIP, SUBGRANTEE may retain this income, at the discretion of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this section shall apply.
- (c) SUBGRANTEE shall make monthly reports on the expenditure of this income on forms approved by PRIME SPONSOR.
- (d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

15. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an

1 agreement or understanding for commission, percentage, brokerage, or
2 contingency fee. For breach or violation of this covenant the PRIME SPONSOR
3 shall have the right to annul this agreement without liability or, at its
4 discretion, to deduct from the compensation or otherwise recover, the full
5 amount of such commission, percentage, brokerage, or contingency fee.

6 16. Laws

7 SUBGRANTEE shall comply with all the applicable laws, decisions, statutes,
8 regulations and ordinances of the United States, the State of California,
9 and local governments, and as they are amended during the term of this
10 agreement.

11 17. Copyrights and Rights in Data

12 Where activities supported by this SUBGRANT produce original computer
13 programs, writing sound recordings, pictorial reproductions, drawings or
14 other graphical representation and works of any similar nature (the term
15 computer programs includes executable computer programs and supporting
16 data in any form), PRIME SPONSOR and/or the Department of Labor reserve
17 the right to use, duplicate, and disclose the same, in whole or in part,
18 in any manner for any purpose whatsoever, and to authorize others to do so.
19 If any material described in the previous sentence is subject to copyright,
20 PRIME SPONSOR and/or the Department of Labor reserve the right to copyright
21 such and SUBGRANTEE agrees not to copyright such material. If the material
22 is copyrighted, PRIME SPONSOR and/or the Department of Labor reserve a
23 royalty-free, non-exclusive, and irrevocable license to reproduce, publish,
24 and use such materials, in the whole or in part, and to authorize others
25 to do so.

26 18. Publication

27 Before publishing any materials produced by activities supported by this
28 agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance

1 of any such intended publication and shall submit four (4) copies of the
2 materials to be published. Within sixty (60) days after such materials have
3 been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE
4 its comments with respect to the materials intended to be published, or (2)
5 notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR
6 informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may pro-
7 ceed to publish the materials in the form in which they have been submitted
8 to PRIME SPONSOR but shall include the credit statement and the disclaimer
9 set forth below, but without any further comments. PRIME SPONSOR may also
10 waive use of the credit statement and disclaimer set forth below. SUBGRANTEE
11 shall determine, within ten (10) days after receipt of any such comments,
12 whether or not to revise the materials to incorporate the comments of PRIME
13 SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen
14 (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE
15 determines not to incorporate any of the comments of PRIME SPONSOR into the
16 text of the materials, it may publish the materials provided that the initial
17 preface or introduction to these materials as published contain the following:
18 (a) A credit reference reading as follows: "The preparation of these
19 materials was financially assisted through a contract from the YOLO
20 COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive
21 Employment and Training Act, as amended."
22 (b) A disclaimer statement reading as follows: "The opinions, findings, and
23 conclusions of this publication are those of the author and not
24 necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the
25 Department of Labor. YOLO COUNTY and the Department of Labor reserve a
26 royalty-free, non-exclusive, and irrevocable license to reproduce,
27 publish and use these materials and to authorize others to do so."
28 (c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If
SUBGRANTEE wishes to incorporate some or any of the comments of PRIME
SPONSOR in the text of the materials, it shall revise the materials

1 to be published and resubmit them to PRIME SPONSOR which shall prepare
2 comments on the resubmitted data within thirty (30) days after receipt
3 thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE
4 shall determine whether or not to accept or adopt any of the comments on
5 the revised materials as resubmitted to PRIME SPONSOR and shall advise
6 PRIME SPONSOR of this determination within fifteen (15) days after receipt
7 of the comments of PRIME SPONSOR. Thereafter, the materials may be
8 published or revised in accordance with the procedures set forth above in
9 the publication of materials on which PRIME SPONSOR has submitted its
10 comments to SUBGRANTEE.

11 If PRIME SPONSOR has not submitted its comments on any materials submitted
12 to it within ninety (90) days after PRIME SPONSOR has received any such
13 materials, SUBGRANTEE may proceed to publish the materials in the form
14 in which they have been submitted to PRIME SPONSOR but shall include the
15 credit statement and the disclaimer statement set forth above, but without
16 any further comments.

17 19. Patents

18 If any discovery or invention arises or is developed in the course of or
19 as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer
20 the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees
21 that determination of rights to inventions or discoveries made under this
22 agreement shall be made by the Department of Labor, or its duly authorized
23 representatives, who shall have the sole and exclusive powers to determine
24 whether or not and where a patent application should be filed and to
25 determine the disposition of all rights in such inventions or discoveries,
26 including title to and license rights under any patent application or
27 patent which may issue thereon. The determination of DOL, or its duly
28 authorized representative, shall be accepted as final. SUBGRANTEE agrees

1 and otherwise recognizes that PRIME SPONSOR and/or The Department of Labor
2 shall acquire at least an irrevocable, non-exclusive, and royalty-free
3 license to practice and have practiced throughout the world for governmental
4 purposes any invention made in the course of or under this Agreement.

5 20. Personnel

- 6 (a) SUBGRANTEE represents that he has, or will secure at his own expense,
7 all personnel required in performing the services under this SUBGRANT.
8 Such personnel shall not be employees of or have any contractual
9 relationship with PRIME SPONSOR.
- 10 (b) All of the services hereunder will be performed by SUBGRANTEE or under
11 his/her supervision, and all personnel engaged in the work shall be
12 fully qualified and shall be authorized under State and local law to
13 perform such services.
- 14 (c) None of the work or services covered by this SUBGRANT shall be
15 subcontracted without the prior written approval of PRIME SPONSOR.
- 16 (d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of
17 an employee in anticipation of hiring an individual with funds
18 available under Titles II-D or VI. In addition, no participant shall
19 be used to fill positions or provide services normally provided by
20 temporary, part-time, or seasonal workers or contracted out, or to
21 fill full-time vacancies. SUBGRANTEE shall not hire any person into
22 any job funded under Titles II-D and VI when any other person is on
23 lay-off from the same or any substantially equivalent job.
- 24 (e) SUBGRANTEE represents that it has or will establish objective
25 personnel policies and practices for recruitment, selection, promotion,
26 classification, compensation, and performance evaluation that are
27 reflective of the Intergovernment Personnel Act Merit Principles.

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1 21. Assignments

2 Without the written consent of PRIME SPONSOR, this SUBGRANT is not
3 assignable by SUBGRANTEE either in whole or in part.

4 22. Alterations

5 No alteration or variation of the terms of this SUBGRANT shall be valid
6 unless made in writing and signed by the parties hereto.

7 23. Waiver

8 The waiver by PRIME SPONSOR of any default, breach or condition shall not
9 be construed as a waiver on the part of the PRIME SPONSOR of any other
10 default, breach or condition, or any other right hereunder.

11 24. Successors

12 This SUBGRANTEE shall bind and insure to the successors in interest of
13 PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been
14 expressly named herein.

15 25. Clean Air Act of 1970

16 If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees
17 to comply with all applicable standards, orders, or regulations issued
18 pursuant to the Clean Air Act of 1970.

19 26. Nepotism

20 Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause
21 or allow to be hired, a person into an administrative capacity, staff posi-
22 tion or public service employment position funded under CETA, if a member of
23 his or her immediate family is employed in an administrative capacity for
24 the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a
25 state or local statute regarding nepotism exists which is more restrictive

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1 than the above policy, the eligible applicant should follow the State or
2 local statute in lieu of the above policy.

3 (a) The term "member of the immediate family" includes: wife, husband, son,
4 daughter, mother, father, brother, brother-in-law, sister, sister-in-law,
5 son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle,
6 niece, nephew, step-parent, and step-child.

7 (b) The term "administrative capacity" includes those persons who have over-
8 all administrative responsibility for a program, including all elected and
9 appointed officials who have any responsibility for the obtaining of and/or
10 approval of any grant funded under the Act, such as members of the PRIME
11 SPONSOR Planning Council, or Private Industry Planning Council, who are not
12 economically disadvantaged, other officials who have influence or control
13 over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

14 (c) The term "staff position" includes all CETA staff positions funded
15 under the Act, such as instructors, counselors and other staff involved in
16 administrative, training or service activities.

17 27. Non-Discrimination

18 SUBGRANTEE shall comply with the requirements of 20CFR § 676.52 regarding
19 nondiscrimination.

20 28. Federal Aid

21 It is understood by the parties hereto that neither this Agreement nor any
22 Agreement pursuant hereto shall obligate the federal government to enter into
23 any Agreement with SUBGRANTEE or any other entity for federal financial
24 assistance in connection with this Agreement; or for the planning or under-
25 taking of any work element not included in this Agreement. Any such agree-
26 ment will be entered into at the sole discretion of the federal government.

27 29. Fidelity Bond

28 Prior to any disbursement of funds to SUBGRANTEE for any purpose other than

1 for premium for fidelity bonds, PRIME SPONSOR shall receive a statement from
2 SUBGRANTEE'S insurer certifying to PRIME SPONSOR that all personnel of SUB-
3 GRANTEE handling funds received from PRIME SPONSOR for disbursement under this
4 Agreement are covered by a fidelity bond in an amount and manner consistent
5 with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled
6 or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that
7 event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE
8 until the coverage initially approved by PRIME SPONSOR has been reinstated,
9 or equivalent coverage has been obtained.

10 30. Insurance

11 (a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall
12 maintain in full force and effect a policy of public liability insurance with
13 minimum coverages in an amount satisfactory to PRIME SPONSOR. If PRIME
14 SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an
15 additional insured on said policy and shall obtain a waiver of the insurer's
16 right of subrogation against PRIME SPONSOR.

17 (b) Worker's Compensation. During the term of this SUBGRANT, SUBGRANTEE
18 shall comply fully with the terms of the law of California concerning worker's
19 compensation. Said compliance shall include, but not be limited to, main-
20 taining in full force and effect one or more policies of insurance insuring
21 against any liability SUBGRANTEE may have for worker's compensation.

22 31. Entire Agreement Modifications

23 This Agreement constitutes the entire agreement between the parties hereto
24 for services furnished pursuant to this Agreement. This Agreement may be
25 modified, altered, or revised only upon the written consent of both parties
26 hereto.

27 32. Notices

28 All notices to be given SUBGRANTEE may be given by deposit in the United

States mail postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. WHEREFORE, the parties have executed this SUBGRANT No. 79-380.

33. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, and 41 CFR Part 29-70 are attached hereto and incorporated into this SUBGRANT.

COUNTY OF YOLO, PRIME SPONSOR

Bob A. Marshall
(Signature of Authorized Officer)

Chairman, Yolo County
Board of Supervisors
(Title of Authorized Officer)

Davis Joint Unified School District
(Legal Name of SUBGRANTEE)

Robert H. Hays
(Signature of Authorized Officer)

October 12, 19 79
(Date)

Superintendent
(Title of Authorized Officer)

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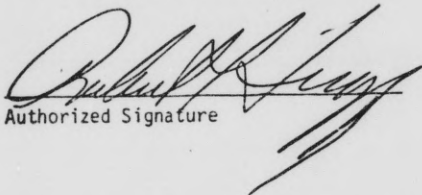
FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 41 CFR, Part 29-70 are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

Davis Joint Unified School District

Name of Subgrantee


Authorized Signature

October 12, 1979

Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
 - a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder; and
 - b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.
2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.
3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
 - a. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
 - b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
 - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.
 - d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).
 - e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).
 - f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7)).
 - g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).
 - h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

1. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).
- j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.
- k. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.
- l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).
- n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20 CFR 677.13(c)(3)).
- o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).
- p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

- q. For programs of public service employment under CETA, no jobs will be created on a promotional line that will interfere in any way upon promotional opportunities of persons currently in jobs not funded under CETA (20 CFR 676.73).
- r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).
- t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).
- u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).
- v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining

agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

- w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).
- x. For each participant employment and training activities funded under Title II of CETA, an Employability Development Plan (EDP) will be developed by the SUBGRANTEE. The Employability Development Plan shall include at least the following: 1) assessment data showing the participant's employability readiness; 2) barriers to employment faced by the participant; 3) specific employment and training needs; 4) specific services and activities to be developed and provided to meet those needs; and 5) an individualized plan for transition from program activities to placement in unsubsidized employment. The EDP shall be reviewed periodically throughout the duration of the participation, and revised accordingly (20 CFR 677.2).
- y. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).
- z. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

Davis Joint Unified School District
(Legal Name of SUBGRANTEE)

October 12, 1979
(Date)

(Signature of Authorized Officer)

Superintendent
(Title of Authorized Officer)

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
 Room 102, Yolo County Courthouse, Woodland, California 95695
CETA TITLE II-D OPERATING BUDGET

☒ ORIGINAL ☐ REVISION NO. _____

DATE September 6, 1979

Subgrantee Name and Address:

Contact Person Leo Masson

Davis Joint Unified School District

Phone 756-0301

Contract No. _____

Period: From 10-1-79 To 9-30-80

Davis, CA 95616

Program Name _____

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.			4,203					4,203
NOV.			4,203					4,203
DEC.			4,203					4,203
JAN.			4,203					4,203
FEB.			4,203					4,203
MAR.			4,203					4,203
APR.			4,331					4,331
MAY			4,331					4,331
JUNE			4,331					4,331
JULY			4,331					4,331
AUG.			4,331					4,331
SEPT.			4,331					4,331
TOTAL			51,204					51,204

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.			3,296	907			4,203
NOV.			3,296	907			4,203
DEC.			3,296	907			4,203
JAN.			3,296	907			4,203
FEB.			3,296	907			4,203
MAR.			3,296	907			4,203
APR.			3,396	935			4,331
MAY			3,396	935			4,331
JUNE			3,396	935			4,331
JULY			3,396	935			4,331
AUG.			3,396	935			4,331
SEPT.			3,396	935			4,331
TOTAL			40,152	11,052			51,204

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT

Robert L. Trigg, Superintendent
 Name and Title of Authorized Official

[Signature] 10/12/79
 Signature Date

For CETA Approval Only:

[Signature] 9-11-79
 Accountant Date

[Signature] 9-14-79
 Principal Administrative Analyst Date

Position Listing

Title II-D

Davis Joint Unified School District

<u>Position</u>	<u>Salary</u> <u>10-1-79 to</u>	<u>Benefits</u> <u>9-30-80</u>	<u>Total</u>
1 Account Clerk/Attendant 12 mo. @ 647/180	\$ 7,764	\$ 2,160	\$ 9,924
1 Groundworker I 12 mo. @ 738/157	8,856	1,884	10,740
2 Instructional Aide I/II 12 mo. @ 657/197	15,768	4,728	20,496
1 Receptionist 12 mo. @ 647/190	7,764	2,280	10,044
5	\$40,152	\$11,052	\$51,204

BK

Subgrant Signature Sheet

Title IID PSE

Agreement/ 79-381
Subgrant No.Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of CaliforniaSubgrantee
Economic Opportunity Commission of Yolo County

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and the Economic Opportunity Commission of Yolo County hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program : Economic Opportunity Commission of Yolo County Inc.

Mailing Address : 422 College Street

FILED

City : Woodland, CA 95695

NOV - 1 1979

Phone: 666-0981

Program Director: Audrey Smith

PETER MCNAMEE, Clerk

By

Betsy A. Marchand
Deputy

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the Assurances and Certifications.

The term of the SUBGRANT shall begin on October 1, 1979

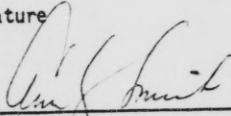
The term of the SUBGRANT shall end on September 30, 1980

The total amount of the SUBGRANT is \$48,300

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature



By Signature



Name and Title

Date

Audrey L. Smith
Executive Director

October 19, 1979

Name and Title

Date

BETSY A. MARCHAND, Chairman
Yolo County Board of Supervisors

OCT 2 - 1979

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of October, 1979, by and between the County of Yolo, a political subdivision, hereinafter called PRIME SPONSOR or County, and the Economic Opportunity Commission of Yolo County Inc. hereinafter called SUBGRANTEE.

WITNESSETH:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 676 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
 - (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).
 - (e) Advising all participants of their rights and responsibilities prior

to entering the program and granting the opportunity to resolve
grievances as provided in 20 CFR §676.83 and 676.84; and

(f) Making maximum efforts to achieve the provision of the plan.

2. The Economic Opportunity Commission of Yolo County Inc. is by virtue
of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction
of County, and desires to operate a program strictly in accordance with that
statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between
PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679
- (d) Code of Federal Regulations - 41 CFR Part 29-70
- (e) Assurances and Certifications
- (f) Operating Budget
- (g) Position Listing
- (h)
- (i)
- (j)
- (k)
- (l)
- (m)
- (n)
- (o)
- (p)
- (q)

1 2. Program

2 SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME
3 SPONSOR perform the services described in the attachments listed above
4 under Subgrant which are subject to all the terms, conditions, and
5 assurances of this SUBGRANT.

6 3. Term

7 The term of this SUBGRANT shall begin October 1, 1979
8 and shall end September 30, 1980, as set forth on the
9 Signature Sheet. Grant funds may not, without advance written approval by
10 PRIME SPONSOR, be obligated before the beginning of the term or after the
11 ending of the term.

12 4. Payment

13 PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs
14 incurred in the performance of this contract in accordance with the following:

15 (a) Total Reimbursement shall not exceed the amount of \$ 48,300
16 as set forth on Signature Sheet.

17 (b) Payment of costs incurred in the performance of this contract shall be
18 paid on the basis of an approved monthly claim as follows:

19 (1) Within ten (10) days following the completion of each calender
20 month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing
21 all expenditures made pursuant to this SUBGRANT during the
22 preceding month.

23 (2) The County Administrative Officer of PRIME SPONSOR, or his de-
24 signee, shall review that claim, may review the records, books of
25 account, trial balance and vouchers of SUBGRANTEE, and shall
26 approve the claim to the extent that SUBGRANTEE has incurred
27 reasonable and necessary costs pursuant to this subgrant,
28 including the Budget Schedules attached hereto.

1 (3) To the extent permitted by the federal government, the County
2 Administrative Officer or his designee may approve an advance of
3 working capital to SUBGRANTEE. Each advance of working capital
4 may be made only upon application in writing by SUBGRANTEE. Each
5 approval shall be in writing and shall set forth the terms for
6 repayment. Repayment shall be offset against amounts payable
7 on monthly claims. The terms of repayment may be modified by
8 written order of the County Administrative Officer or his designee.
9 Upon termination of this subgrant any unpaid advances shall be
10 offset against any remaining payments to SUBGRANTEE. Any advances
11 exceeding remaining payments shall be repaid to PRIME SPONSOR
12 immediately.

13 (c) Reasonable and necessary costs shall be determined by PRIME SPONSOR
14 in accordance with the requirements of the United States Department of
15 Labor regulations and the United States General Services Administration
16 Federal Management Circular 74-4, United States Office of Management
17 and Budget Circular A-102, and any additional requirements or procedures
18 established by PRIME SPONSOR.

19 (d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME
20 SPONSOR has made applications to the United States Department of Labor
21 for a grant of funds under the Comprehensive Employment and Training
22 Act of 1973, as amended, for the purpose of funding services under this
23 contract and that PRIME SPONSOR is not obligated to provide funds to
24 SUBGRANTEE and SUBGRANTEE is not obligated to provide services under
25 the contract until such funds are made available to PRIME SPONSOR by
26 the Department of Labor.

27 (e) Approved claims shall be paid only from funds granted to PRIME SPONSOR
28 by the Department of Labor.

1 5. Records, Audits, Inspection

2 (a) Establishment and Maintenance of Records

3 The SUBGRANTEE shall maintain records, including but not limited to
4 books, financial records, supporting documents, statistical records,
5 personnel, property, participant, and all other pertinent records
6 sufficient to reflect properly, (a) all direct and indirect costs of
7 whatsoever nature claimed to have been incurred and anticipated to
8 be incurred to perform this contract, and (b) all other matters
9 covered by this SUBGRANT for which the maintenance and retention of
10 records is required by law, including but not limited to U. S. GSA
11 Federal Management Circular 74-4, and regulations of the U. S.
12 Department of Labor, including but not limited to 20 CFR §676.35 and
13 41 CFR §29-70.203. The obligation to maintain and preserve records
14 shall not be diminished by any instructions or advice given by PRIME
15 SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to
16 PRIME SPONSOR.

17 (b) Preservation of Records

18 SUBGRANTEE shall preserve and make available its records related to
19 this SUBGRANT (a) until the expiration of three (3) years from the
20 date of final payment to SUBGRANTEE under this SUBGRANT except that
21 records relating to participants' participation in a CETA program
22 shall be maintained for each participant for a period of five (5)
23 years from the date of enrollment into the program.
24 If, prior to the expiration of the required retention period, any
25 litigation or audit is begun or a claim is instituted involving
26 the records, SUBGRANTEE shall retain the records beyond the
27 retention period until the litigation, audit findings, or claim
28 has been finally resolved.

1 (c) Accounting by SUBGRANTEE

2 SUBGRANTEE shall establish and maintain at all times, on a current
3 basis in conjunction with the Program, an adequate accrual system of
4 accounting covering all costs, items and expenditures with respect
5 to the Program, in accordance with generally accepted accounting
6 principles and standards, and in accordance with requirements of the
7 federal government and any PRIME SPONSOR requirements as set forth
8 in the "Subgrantees' Fiscal Activities Manual."

9 (d) Examination of Records and Facilities

10 At any time during normal business hours, PRIME SPONSOR or duly
11 authorized representative thereof, shall until expiration of three
12 (3) years after final payment under this SUBGRANT, or any longer
13 period as required by applicable law, have access to and the right
14 to examine its offices, and facilities engaged in performance of this
15 SUBGRANT and all its records with respect to all matters covered by
16 this SUBGRANT, including the right to audit, examine and make excerpts
17 of transcripts and from such records to make audit of all contracts
18 and subcontracts, invoices, payrolls, records or personnel conditions
19 of employment, material and all other data relating to matters covered
20 by the SUBGRANT.

21 (e) Documentation of Cost

22 All cost shall be supported by properly executed payrolls, time
23 records, invoices, contracts, or vouchers or other official documen-
24 tation evidencing in proper detail the nature and the propriety of the
25 charge. All checks, payrolls, accounting documents, pertaining in
26 whole or part of this contract shall be clearly identified and
27 readily accessible.

28 6. Suspension of Disallowance of Payments

1 PRIME SPONSOR may at any time elect to offset against, suspend, or disallow
2 payment to SUBGRANTEE in whole or part or to demand repayment under this
3 Agreement in the event of any of the following occurrences, to wit:

- 4 (a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation
5 of any nature with respect to any information or data furnished to
6 PRIME SPONSOR in connection with Program.
7 (b) If SUBGRANTEE is in default under any provisions of this agreement.
8 (c) If SUBGRANTEE maintains a pattern of discrimination.
9 (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct
10 of activities and program.
11 (e) If the SUBGRANTEE fails to comply with any other terms and conditions
12 of this SUBGRANT.
13 (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect
14 or incomplete in any material respect.

15 7. Termination of SUBGRANT

16 (a) With Cause

17 PRIME SPONSOR may terminate the SUBGRANT in the following instances
18 by giving written notice to the SUBGRANTEE at least five (5) days
19 prior to the effective termination date stated in the notice:

- 20 (1) If through any cause SUBGRANTEE shall fail to fulfill in timely
21 and proper manner its obligations under this Agreement.
22 (2) If SUBGRANTEE shall violate any of the covenants or stipulations
23 of this Agreement.
24 (3) If the grant from the U. S. Department of Labor under which this
25 Agreement is made is terminated.
26 (4) If SUBGRANTEE is unable or unwilling to comply with such ad-
27 ditional conditions as may be lawfully applied by the U. S.
28 Department of Labor to the grant under which this Agreement is

1 made. SUBGRANTEE shall not be relieved of liability to PRIME
2 SPONSOR for damages sustained by PRIME SPONSOR by virtue of any
3 breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may
4 withhold any reimbursement to SUBGRANTEE for the purpose of
5 setoff until such time as the exact amount of damages due PRIME
6 SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

7 (b) Without Cause

8 Either party may terminate this SUBGRANT at any time by giving
9 written notice to the other party of such termination and specifying the
10 effective date thereof, at least 30 days before the effective date
11 of such termination. If the SUBGRANT is terminated
12 as provided herein, SUBGRANTEE will be paid an amount which the same
13 ratio to the total compensation as the service actually performed
14 bears to the total services of SUBGRANTEE covered by this SUBGRANT,
15 less payments of compensation previously made.

16 8. Severability of Provisions

17 If any provisions of this SUBGRANT are held invalid, the remainder of this
18 SUBGRANT shall not be affected thereby, if such remainder would then
19 continue to conform to terms and requirements of applicable law.

20 9. Exculpatory Clause

21 SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its
22 officers, employees and agents from and against all claims, losses,
23 liabilities, or damages, including attorney fees, arising out of or
24 resulting from the performance of this Agreement, caused in whole or in
25 part by any negligent act or omission of SUBGRANTEE or anyone directly
26 or indirectly employed by SUBGRANTEE, regardless of whether or not it is
27 caused in part by a party indemnified hereunder.

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10. Legal Relationship

- (a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- (b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.
- (c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.
- (d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer

1 under the Federal Insurance Contributions Act, the Federal Unemployment
2 Tax Act, Federal Social Security Acts, the Unemployment Compensation
3 Act, or any other Federal or State laws or acts which in any way
4 affect or relate to the relationship of employer and employee, and
5 shall be liable for any Social Security, Unemployment Compensation
6 or other taxes or penalties arising or levied by reason of the
7 employment of such persons employed by it. PRIME SPONSOR shall not
8 be liable for any worker's compensation or other benefits accruing
9 under any Federal or State law or acts to any persons employed by
10 the said SUBGRANTEE under this Agreement, but such liability, if
11 any, shall be exclusively that of SUBGRANTEE.

12 11. Monthly Report

13 SUBGRANTEE shall be responsible for filing monthly reports with PRIME
14 SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR
15 and shall contain all data and information concerning both quality and
16 quantity of program performance required by PRIME SPONSOR. Each report
17 shall set forth the extent to which the Program Performance Goals have
18 been met and shall explain in detail the reasons any such plans have not
19 been met. Each report shall set forth the extent expenditures exceed a
20 prorata portion of the entire budget category for the term of this program
21 and shall explain in detail the reasons for such excess.

22 12. Procedures for Corrective Action

23 (a) Whenever the County Administrative Officer of PRIME SPONSOR determines
24 in the manner set forth herein that SUBGRANTEE has failed to comply
25 with any provision of this SUBGRANT, the County Administrative Officer
26 may order corrective action.

27 (b) Before making such an order, the County Administrative Office or
28 his designee shall give SUBGRANTEE ten (10) days' written notice

1 setting forth the nature of SUBGRANTEE'S noncompliance and a procedure
2 whereby SUBGRANTEE and its officers or responsible employees may
3 have an opportunity to meet with the County Administrative Office or
4 PRIME SPONSOR or his designee for the purposes of considering the
5 need for and nature of corrective action.

- 6 (c) An order for corrective action shall be in writing and shall set
7 forth specific directions for corrective action and a detailed
8 timetable for implementing the specific directions for reporting to
9 PRIME SPONSOR as to implementation. The order shall be served on
10 SUBGRANTEE.
- 11 (d) If SUBGRANTEE shall fail to implement an order for corrective action,
12 or if it shall fail to do so within the timetable set for implementation,
13 the County Administrative Officer of the PRIME SPONSOR may recommend
14 that the Governing Body suspend payments hereunder or terminate this
15 SUBGRANT.
- 16 (e) If SUBGRANTEE shall fail to comply with the administrative requirements
17 of this SUBGRANT, such as those requiring the timely submission of
18 all periodic reports, and if such failure shall not be suggestive of
19 other apparent misfeasance, malfeasance, or nonfeasance, the County
20 Administrative Officer shall be empowered, without consultation with
21 the Governing Body, to suspend or delay any and all payments under
22 this SUBGRANT until such failure is rectified.

23 13. Property

- 24 (a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall
25 be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall
26 be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-
27 70.102 (a), set forth therein, and as between PRIME SPONSOR and
28 SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor

agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

- (b) The SUBGRANTEE'S Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29-70.215-7 a copy to which is attached hereto and incorporated by this reference.

14. Program Income

- (a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion of PRIME SPONSOR, for a period of two (2) years from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.
- (b) In the case of income generated by projects under YCCIP, SUBGRANTEE may retain this income, at the discretion of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this section shall apply.
- (c) SUBGRANTEE shall make monthly reports on the expenditure of this income on forms approved by PRIME SPONSOR.
- (d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

15. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an

1 agreement or understanding for commission, percentage, brokerage, or
2 contingency fee. For breach or violation of this covenant the PRIME SPONSOR
3 shall have the right to annul this agreement without liability or, at its
4 discretion, to deduct from the compensation or otherwise recover, the full
5 amount of such commission, percentage, brokerage, or contingency fee.

6 16. Laws

7 SUBGRANTEE shall comply with all the applicable laws, decisions, statutes,
8 regulations and ordinances of the United States, the State of California,
9 and local governments, and as they are amended during the term of this
10 agreement.

11 17. Copyrights and Rights in Data

12 Where activities supported by this SUBGRANT produce original computer
13 programs, writing sound recordings, pictorial reproductions, drawings or
14 other graphical representation and works of any similar nature (the term
15 computer programs includes executable computer programs and supporting
16 data in any form), PRIME SPONSOR and/or the Department of Labor reserve
17 the right to use, duplicate, and disclose the same, in whole or in part,
18 in any manner for any purpose whatsoever, and to authorize others to do so.
19 If any material described in the previous sentence is subject to copyright,
20 PRIME SPONSOR and/or the Department of Labor reserve the right to copyright
21 such and SUBGRANTEE agrees not to copyright such material. If the material
22 is copyrighted, PRIME SPONSOR and/or the Department of Labor reserve a
23 royalty-free, non-exclusive, and irrevocable license to reproduce, publish,
24 and use such materials, in the whole or in part, and to authorize others
25 to do so.

26 18. Publication

27 Before publishing any materials produced by activities supported by this
28 agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance

of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial preface or introduction to these materials as published contain the following:

- (a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from the YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."
- (b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the Department of Labor. YOLO COUNTY and the Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."
- (c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials

1 to be published and resubmit them to PRIME SPONSOR which shall prepare
2 comments on the resubmitted data within thirty (30) days after receipt
3 thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE
4 shall determine whether or not to accept or adopt any of the comments on
5 the revised materials as resubmitted to PRIME SPONSOR and shall advise
6 PRIME SPONSOR of this determination within fifteen (15) days after receipt
7 of the comments of PRIME SPONSOR. Thereafter, the materials may be
8 published or revised in accordance with the procedures set forth above in
9 the publication of materials on which PRIME SPONSOR has submitted its
10 comments to SUBGRANTEE.

11 If PRIME SPONSOR has not submitted its comments on any materials submitted
12 to it within ninety (90) days after PRIME SPONSOR has received any such
13 materials, SUBGRANTEE may proceed to publish the materials in the form
14 in which they have been submitted to PRIME SPONSOR but shall include the
15 credit statement and the disclaimer statement set forth above, but without
16 any further comments.

17 19. Patents

18 If any discovery or invention arises or is developed in the course of or
19 as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer
20 the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees
21 that determination of rights to inventions or discoveries made under this
22 agreement shall be made by the Department of Labor, or its duly authorized
23 representatives, who shall have the sole and exclusive powers to determine
24 whether or not and where a patent application should be filed and to
25 determine the disposition of all rights in such inventions or discoveries,
26 including title to and license rights under any patent application or
27 patent which may issue thereon. The determination of DOL, or its duly
28 authorized representative, shall be accepted as final. SUBGRANTEE agrees

1 and otherwise recognizes that PRIME SPONSOR and/or The Department of Labor
2 shall acquire at least an irrevocable, non-exclusive, and royalty-free
3 license to practice and have practiced throughout the world for governmental
4 purposes any invention made in the course of or under this Agreement.

5 20. Personnel

- 6 (a) SUBGRANTEE represents that he has, or will secure at his own expense,
7 all personnel required in performing the services under this SUBGRANT.
8 Such personnel shall not be employees of or have any contractual
9 relationship with PRIME SPONSOR.
- 10 (b) All of the services hereunder will be performed by SUBGRANTEE or under
11 his/her supervision, and all personnel engaged in the work shall be
12 fully qualified and shall be authorized under State and local law to
13 perform such services.
- 14 (c) None of the work or services covered by this SUBGRANT shall be
15 subcontracted without the prior written approval of PRIME SPONSOR.
- 16 (d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of
17 an employee in anticipation of hiring an individual with funds
18 available under Titles II-D or VI. In addition, no participant shall
19 be used to fill positions or provide services normally provided by
20 temporary, part-time, or seasonal workers or contracted out, or to
21 fill full-time vacancies. SUBGRANTEE shall not hire any person into
22 any job funded under Titles II-D and VI when any other person is on
23 lay-off from the same or any substantially equivalent job.
- 24 (e) SUBGRANTEE represents that it has or will establish objective
25 personnel policies and practices for recruitment, selection, promotion,
26 classification, compensation, and performance evaluation that are
27 reflective of the Intergovernment Personnel Act Merit Principles.

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1 21. Assignments

2 Without the written consent of PRIME SPONSOR, this SUBGRANT is not
3 assignable by SUBGRANTEE either in whole or in part.

4 22. Alterations

5 No alteration or variation of the terms of this SUBGRANT shall be valid
6 unless made in writing and signed by the parties hereto.

7 23. Waiver

8 The waiver by PRIME SPONSOR of any default, breach or condition shall not
9 be construed as a waiver on the part of the PRIME SPONSOR of any other
10 default, breach or condition, or any other right hereunder.

11 24. Successors

12 This SUBGRANTEE shall bind and insure to the successors in interest of
13 PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been
14 expressly named herein.

15 25. Clean Air Act of 1970

16 If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees
17 to comply with all applicable standards, orders, or regulations issued
18 pursuant to the Clean Air Act of 1970.

19 26. Nepotism

20 Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause
21 or allow to be hired, a person into an administrative capacity, staff posi-
22 tion or public service employment position funded under CETA, if a member of
23 his or her immediate family is employed in an administrative capacity for
24 the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a
25 state or local statute regarding nepotism exists which is more restrictive

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1 than the above policy, the eligible applicant should follow the State or
2 local statute in lieu of the above policy.

3 (a) The term "member of the immediate family" includes: wife, husband, son,
4 daughter, mother, father, brother, brother-in-law, sister, sister-in-law,
5 son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle,
6 niece, nephew, step-parent, and step-child.

7 (b) The term "administrative capacity" includes those persons who have over-
8 all administrative responsibility for a program, including all elected and
9 appointed officials who have any responsibility for the obtaining of and/or
10 approval of any grant funded under the Act, such as members of the PRIME
11 SPONSOR Planning Council, or Private Industry Planning Council, who are not
12 economically disadvantaged, other officials who have influence or control
13 over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

14 (c) The term "staff position" includes all CETA staff positions funded
15 under the Act, such as instructors, counselors and other staff involved in
16 administrative, training or service activities.

17 27. Non-Discrimination

18 SUBGRANTEE shall comply with the requirements of 20CFR § 676.52 regarding
19 nondiscrimination.

20 28. Federal Aid

21 It is understood by the parties hereto that neither this Agreement nor any
22 Agreement pursuant hereto shall obligate the federal government to enter into
23 any Agreement with SUBGRANTEE or any other entity for federal financial
24 assistance in connection with this Agreement; or for the planning or under-
25 taking of any work element not included in this Agreement. Any such agree-
26 ment will be entered into at the sole discretion of the federal government.

27 29. Fidelity Bond

28 Prior to any disbursement of funds to SUBGRANTEE for any purpose other than

for premium for fidelity bonds, PRIME SPONSOR shall receive a statement from SUBGRANTEE'S insurer certifying to PRIME SPONSOR that all personnel of SUBGRANTEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

30. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with minimum coverages in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right of subrogation against PRIME SPONSOR.

(b) Worker's Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability SUBGRANTEE may have for worker's compensation.

31. Entire Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this Agreement. This Agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

32. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United

33. Federal Regulations

COUNTY OF YOLO, PRIME SPONSOR

(Signature of Authorized Officer)

Chairman, Yolo County
Board of Supervisors

(Title of Authorized Officer)

Economic Opportunity Commission of Yolo County
(Legal Name of SUBGRANTEE) Inc.

(Signature of Authorized Officer)

(Date) October 19, 19 79

Executive Director
(Title of Authorized Officer)

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ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
 - a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder; and
 - b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.
2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.
3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
 - a. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
 - b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
 - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.
 - d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).
 - e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).
 - f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7)).
 - g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).
 - h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

1. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).
- j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.
- k. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.
- l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).
- n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20 CFR 677.13(c)(3)).
- o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).
- p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

- q. For programs of public service employment under CETA, no jobs will be created on a promotional line that will interfere in any way upon promotional opportunities of persons currently in jobs not funded under CETA (20 CFR 676.73).
- r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).
- t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).
- u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).
- v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining

agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

- w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).
- x. For each participant employment and training activities funded under Title II of CETA, an Employability Development Plan (EDP) will be developed by the SUBGRANTEE. The Employability Development Plan shall include at least the following: 1) assessment data showing the participant's employability readiness; 2) barriers to employment faced by the participant; 3) specific employment and training needs; 4) specific services and activities to be developed and provided to meet those needs; and 5) an individualized plan for transition from program activities to placement in unsubsidized employment. The EDP shall be reviewed periodically throughout the duration of the participation, and revised accordingly (20 CFR 677.2).
- y. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).
- z. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

Economic Opportunity Commission of
Yolo County Inc.

(Legal Name of SUBGRANTEE)

October 19,

1979

(Date)

(Signature of Authorized Officer)

Executive Director

(Title of Authorized Officer)

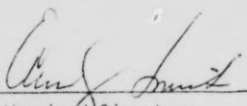
FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 41 CFR, Part 29-70 are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

Economic Opportunity Commission
of Yolo County, Inc.

Name of Subgrantee


Authorized Signature

October 19, 1979

Date

TITLE II-D OPERATING BUDGET

☒ ORIGINAL ☐ REVISION NO. _____

DATE September 4, 1979

Subgrantee Name and Address:

Contact Person Audrey L. Smith

 Economic Opportunity Commission of Yolo Co.,
 Inc.

Phone 666-0981

Contract No. _____

Period: From 10-1-79 To 9-30-80

442 College Street

Program Name _____

Woodland, CA 95695

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.			3,899					3,899
NOV.			3,899					3,899
DEC.			3,899					3,899
JAN.			4,039					4,039
FEB.			4,039					4,039
MAR.			4,039					4,039
APR.			4,081					4,081
MAY			4,081					4,081
JUNE			4,081					4,081
JULY			4,081					4,081
AUG.			4,081					4,081
SEPT.			4,081					4,081
TOTAL			48,300					48,300

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.			3,350	549			3,899
NOV.			3,350	549			3,899
DEC.			3,350	549			3,899
JAN.			3,470	569			4,039
FEB.			3,470	569			4,039
MAR.			3,470	569			4,039
APR.			3,506	575			4,081
MAY			3,506	575			4,081
JUNE			3,506	575			4,081
JULY			3,506	575			4,081
AUG.			3,506	575			4,081
SEPT.			3,506	575			4,081
TOTAL			41,496	6,804			48,300

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CEIA Approval Only:

Name and title of Authorized Official

Accountant

Date

Audrey L. Smith, Executive Director 10/19/79

Signature

Date

Principal Administrative Analyst

Date

Position Listing

Title II-D

Economic Opportunity Commission
of Yolo County, Inc.

<u>Position</u>	<u>Salary</u> <u>10-1-79 to 9-30-80</u>	<u>Benefits</u>	<u>Total</u>
1 Driver 12 mo. @ 753/133	\$ 9,036	\$1,596	\$10,632
2 Cannery Outreach Worker 12 mo. @ 541/88	12,984	2,112	15,096
3 Clerk/Typist 12 mo. @ 541/86	19,476	3,096	22,572
6	\$41,496	\$6,804	\$48,300

BK

Subgrant Signature Sheet

Title IID PSE

Agreement/ 79-382
Subgrant No.

Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of California

Subgrantee
KVIE Channel 6

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and the KVIE Channel 6 hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

FILED

Program : KVIE Channel 6

NOV - 1 1979

Mailing Address : P. O. Box 6

PETER McNAMEE, Clerk

By

Pickie M. ...
Deputy

City : Sacramento, CA 95833

Phone: 929-5843

Program Director: Horst Bruenjes

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the Assurances and Certifications.

The term of the SUBGRANT shall begin on October 1, 1979

The term of the SUBGRANT shall end on September 30, 1980

The total amount of the SUBGRANT is \$18,792

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

John D. Hershberger

Name and Title

John Hershberger
General Manager

Date

10/17/79

By Signature

Betsy A. Marchand

Name and Title

BETSY A. MARCHAND, Chairman
Yolo County Board of Supervisors

Date

OCT 2 - 1979

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of October, 1979,
by and between the County of Yolo, a political subdivision, hereinafter called
PRIME SPONSOR or County, and the KVIE Channel 6
hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 676 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
 - (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).
 - (e) Advising all participants of their rights and responsibilities prior

to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR §676.83 and 676.84; and

(f) Making maximum efforts to achieve the provision of the plan.

2. The KVIE Channel 6 is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

(a) This SUBGRANT.

(b) Signature Sheet.

(c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679

(d) Code of Federal Regulations - 41 CFR Part 29-70

(e) Assurances and Certifications

(f) Operating Budget

(g) Position Listing

(h)

(i)

(j)

(k)

(l)

(m)

(n)

(o)

(p)

(q)

1 2. Program

2 SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME
3 SPONSOR perform the services described in the attachments listed above
4 under Subgrant which are subject to all the terms, conditions, and
5 assurances of this SUBGRANT.

6 3. Term

7 The term of this SUBGRANT shall begin October 1, 1979
8 and shall end September 30, 1980, as set forth on the
9 Signature Sheet. Grant funds may not, without advance written approval by
10 PRIME SPONSOR, be obligated before the beginning of the term or after the
11 ending of the term.

12 4. Payment

13 PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs
14 incurred in the performance of this contract in accordance with the following:

15 (a) Total Reimbursement shall not exceed the amount of \$ 18,792.

16 as set forth on Signature Sheet.

17 (b) Payment of costs incurred in the performance of this contract shall be
18 paid on the basis of an approved monthly claim as follows:

19 (1) Within ten (10) days following the completion of each calender
20 month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing
21 all expenditures made pursuant to this SUBGRANT during the
22 preceding month.

23 (2) The County Administrative Officer of PRIME SPONSOR, or his de-
24 signee, shall review that claim, may review the records, books of
25 account, trial balance and vouchers of SUBGRANTEE, and shall
26 approve the claim to the extent that SUBGRANTEE has incurred
27 reasonable and necessary costs pursuant to this subgrant,
28 including the Budget Schedules attached hereto.

1 (3) To the extent permitted by the federal government, the County
2 Administrative Officer or his designee may approve an advance of
3 working capital to SUBGRANTEE. Each advance of working capital
4 may be made only upon application in writing by SUBGRANTEE. Each
5 approval shall be in writing and shall set forth the terms for
6 repayment. Repayment shall be offset against amounts payable
7 on monthly claims. The terms of repayment may be modified by
8 written order of the County Administrative Officer or his designee.
9 Upon termination of this subgrant any unpaid advances shall be
10 offset against any remaining payments to SUBGRANTEE. Any advances
11 exceeding remaining payments shall be repaid to PRIME SPONSOR
12 immediately.

13 (c) Reasonable and necessary costs shall be determined by PRIME SPONSOR
14 in accordance with the requirements of the United States Department of
15 Labor regulations and the United States General Services Administration
16 Federal Management Circular 74-4, United States Office of Management
17 and Budget Circular A-102, and any additional requirements or procedures
18 established by PRIME SPONSOR.

19 (d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME
20 SPONSOR has made applications to the United States Department of Labor
21 for a grant of funds under the Comprehensive Employment and Training
22 Act of 1973, as amended, for the purpose of funding services under this
23 contract and that PRIME SPONSOR is not obligated to provide funds to
24 SUBGRANTEE and SUBGRANTEE is not obligated to provide services under
25 the contract until such funds are made available to PRIME SPONSOR by
26 the Department of Labor.

27 (e) Approved claims shall be paid only from funds granted to PRIME SPONSOR
28 by the Department of Labor.

1 5. Records, Audits, Inspection

2 (a) Establishment and Maintenance of Records

3 The SUBGRANTEE shall maintain records, including but not limited to
4 books, financial records, supporting documents, statistical records,
5 personnel, property, participant, and all other pertinent records
6 sufficient to reflect properly, (a) all direct and indirect costs of
7 whatsoever nature claimed to have been incurred and anticipated to
8 be incurred to perform this contract, and (b) all other matters
9 covered by this SUBGRANT for which the maintenance and retention of
10 records is required by law, including but not limited to U. S. GSA
11 Federal Management Circular 74-4, and regulations of the U. S.
12 Department of Labor, including but not limited to 20 CFR §676.35 and
13 41 CFR §29-70.203. The obligation to maintain and preserve records
14 shall not be diminished by any instructions or advice given by PRIME
15 SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to
16 PRIME SPONSOR.

17 (b) Preservation of Records

18 SUBGRANTEE shall preserve and make available its records related to
19 this SUBGRANT (a) until the expiration of three (3) years from the
20 date of final payment to SUBGRANTEE under this SUBGRANT except that
21 records relating to participants' participation in a CETA program
22 shall be maintained for each participant for a period of five (5)
23 years from the date of enrollment into the program.

24 If, prior to the expiration of the required retention period, any
25 litigation or audit is begun or a claim is instituted involving
26 the records, SUBGRANTEE shall retain the records beyond the
27 retention period until the litigation, audit findings, or claim
28 has been finally resolved.

1 (c) Accounting by SUBGRANTEE

2 SUBGRANTEE shall establish and maintain at all times, on a current
3 basis in conjunction with the Program, an adequate accrual system of
4 accounting covering all costs, items and expenditures with respect
5 to the Program, in accordance with generally accepted accounting
6 principles and standards, and in accordance with requirements of the
7 federal government and any PRIME SPONSOR requirements as set forth
8 in the "Subgrantees' Fiscal Activities Manual."

9 (d) Examination of Records and Facilities

10 At any time during normal business hours, PRIME SPONSOR or duly
11 authorized representative thereof, shall until expiration of three
12 (3) years after final payment under this SUBGRANT, or any longer
13 period as required by applicable law, have access to and the right
14 to examine its offices, and facilities engaged in performance of this
15 SUBGRANT and all its records with respect to all matters covered by
16 this SUBGRANT, including the right to audit, examine and make excerpts
17 of transcripts and from such records to make audit of all contracts
18 and subcontracts, invoices, payrolls, records or personnel conditions
19 of employment, material and all other data relating to matters covered
20 by the SUBGRANT.

21 (e) Documentation of Cost

22 All cost shall be supported by properly executed payrolls, time
23 records, invoices, contracts, or vouchers or other official documen-
24 tation evidencing in proper detail the nature and the propriety of the
25 charge. All checks, payrolls, accounting documents, pertaining in
26 whole or part of this contract shall be clearly identified and
27 readily accessible.

28 6. Suspension of Disallowance of Payments

1 PRIME SPONSOR may at any time elect to offset against, suspend, or disallow
2 payment to SUBGRANTEE in whole or part or to demand repayment under this
3 Agreement in the event of any of the following occurrences, to wit:

- 4 (a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation
5 of any nature with respect to any information or data furnished to
6 PRIME SPONSOR in connection with Program.
7 (b) If SUBGRANTEE is in default under any provisions of this agreement.
8 (c) If SUBGRANTEE maintains a pattern of discrimination.
9 (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct
10 of activities and program.
11 (e) If the SUBGRANTEE fails to comply with any other terms and conditions
12 of this SUBGRANT.
13 (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect
14 or incomplete in any material respect.

15 7. Termination of SUBGRANT

16 (a) With Cause

17 PRIME SPONSOR may terminate the SUBGRANT in the following instances
18 by giving written notice to the SUBGRANTEE at least five (5) days
19 prior to the effective termination date stated in the notice:

- 20 (1) If through any cause SUBGRANTEE shall fail to fulfill in timely
21 and proper manner its obligations under this Agreement.
22 (2) If SUBGRANTEE shall violate any of the covenants or stipulations
23 of this Agreement.
24 (3) If the grant from the U. S. Department of Labor under which this
25 Agreement is made is terminated.
26 (4) If SUBGRANTEE is unable or unwilling to comply with such ad-
27 ditional conditions as may be lawfully applied by the U. S.
28 Department of Labor to the grant under which this Agreement is

made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Either party may terminate this SUBGRANT at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the service actually performed bears to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

8. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

9. Exculpatory Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

/////

10. Legal Relationship

- (a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- (b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.
- (c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.
- (d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer

under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, Federal Social Security Acts, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PRIME SPONSOR shall not be liable for any worker's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire budget category for the term of this program and shall explain in detail the reasons for such excess.

12. Procedures for Corrective Action

- (a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administrative Officer may order corrective action.
- (b) Before making such an order, the County Administrative Office or his designee shall give SUBGRANTEE ten (10) days' written notice

1 setting forth the nature of SUBGRANTEE's noncompliance and a procedure
2 whereby SUBGRANTEE and its officers or responsible employees may
3 have an opportunity to meet with the County Administrative Office or
4 PRIME SPONSOR or his designee for the purposes of considering the
5 need for and nature of corrective action.

- 6 (c) An order for corrective action shall be in writing and shall set
7 forth specific directions for corrective action and a detailed
8 timetable for implementing the specific directions for reporting to
9 PRIME SPONSOR as to implementation. The order shall be served on
10 SUBGRANTEE.
- 11 (d) If SUBGRANTEE shall fail to implement an order for corrective action,
12 or if it shall fail to do so within the timetable set for implementation,
13 the County Administrative Officer of the PRIME SPONSOR may recommend
14 that the Governing Body suspend payments hereunder or terminate this
15 SUBGRANT.
- 16 (e) If SUBGRANTEE shall fail to comply with the administrative requirements
17 of this SUBGRANT, such as those requiring the timely submission of
18 all periodic reports, and if such failure shall not be suggestive of
19 other apparent misfeasance, malfeasance, or nonfeasance, the County
20 Administrative Officer shall be empowered, without consultation with
21 the Governing Body, to suspend or delay any and all payments under
22 this SUBGRANT until such failure is rectified.

23 13. Property

- 24 (a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall
25 be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall
26 be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-
27 70.102 (a), set forth therein, and as between PRIME SPONSOR and
28 SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor

agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

- (b) The SUBGRANTEE'S Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29-70.215-7 a copy to which is attached hereto and incorporated by this reference.

14. Program Income

- (a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion of PRIME SPONSOR, for a period of two (2) years from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.
- (b) In the case of income generated by projects under YCCIP, SUBGRANTEE may retain this income, at the discretion of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this section shall apply.
- (c) SUBGRANTEE shall make monthly reports on the expenditure of this income on forms approved by PRIME SPONSOR.
- (d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

15. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an

1 agreement or understanding for commission, percentage, brokerage, or
2 contingency fee. For breach or violation of this covenant the PRIME SPONSOR
3 shall have the right to annul this agreement without liability or, at its
4 discretion, to deduct from the compensation or otherwise recover, the full
5 amount of such commission, percentage, brokerage, or contingency fee.

6 16. Laws

7 SUBGRANTEE shall comply with all the applicable laws, decisions, statutes,
8 regulations and ordinances of the United States, the State of California,
9 and local governments, and as they are amended during the term of this
10 agreement.

11 17. Copyrights and Rights in Data

12 Where activities supported by this SUBGRANT produce original computer
13 programs, writing sound recordings, pictorial reproductions, drawings or
14 other graphical representation and works of any similar nature (the term
15 computer programs includes executable computer programs and supporting
16 data in any form), PRIME SPONSOR and/or the Department of Labor reserve
17 the right to use, duplicate, and disclose the same, in whole or in part,
18 in any manner for any purpose whatsoever, and to authorize others to do so.
19 If any material described in the previous sentence is subject to copyright,
20 PRIME SPONSOR and/or the Department of Labor reserve the right to copyright
21 such and SUBGRANTEE agrees not to copyright such material. If the material
22 is copyrighted, PRIME SPONSOR and/or the Department of Labor reserve a
23 royalty-free, non-exclusive, and irrevocable license to reproduce, publish,
24 and use such materials, in the whole or in part, and to authorize others
25 to do so.

26 18. Publication

27 Before publishing any materials produced by activities supported by this
28 agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance

of any such intended publication and shall submit four (4) copies of the materials to be published. Within sixty (60) days after such materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE its comments with respect to the materials intended to be published, or (2) notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer set forth below, but without any further comments. PRIME SPONSOR may also waive use of the credit statement and disclaimer set forth below. SUBGRANTEE shall determine, within ten (10) days after receipt of any such comments, whether or not to revise the materials to incorporate the comments of PRIME SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE determines not to incorporate any of the comments of PRIME SPONSOR into the text of the materials, it may publish the materials provided that the initial preface or introduction to these materials as published contain the following:

- (a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from the YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."
- (b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the Department of Labor. YOLO COUNTY and the Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."
- (c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials

to be published and resubmit them to PRIME SPONSOR which shall prepare comments on the resubmitted data within thirty (30) days after receipt thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE shall determine whether or not to accept or adopt any of the comments on the revised materials as resubmitted to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination within fifteen (15) days after receipt of the comments of PRIME SPONSOR. Thereafter, the materials may be published or revised in accordance with the procedures set forth above in the publication of materials on which PRIME SPONSOR has submitted its comments to SUBGRANTEE.

If PRIME SPONSOR has not submitted its comments on any materials submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

19. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees

and otherwise recognizes that PRIME SPONSOR and/or The Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

20. Personnel

- (a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.
- (b) All of the services hereunder will be performed by SUBGRANTEE or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- (c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.
- (d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Titles II-D or VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Titles II-D and VI when any other person is on lay-off from the same or any substantially equivalent job.
- (e) SUBGRANTEE represents that it has or will establish objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, and performance evaluation that are reflective of the Intergovernment Personnel Act Merit Principles.

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1 21. Assignments

2 Without the written consent of PRIME SPONSOR, this SUBGRANT is not
3 assignable by SUBGRANTEE either in whole or in part.

4 22. Alterations

5 No alteration or variation of the terms of this SUBGRANT shall be valid
6 unless made in writing and signed by the parties hereto.

7 23. Waiver

8 The waiver by PRIME SPONSOR of any default, breach or condition shall not
9 be construed as a waiver on the part of the PRIME SPONSOR of any other
10 default, breach or condition, or any other right hereunder.

11 24. Successors

12 This SUBGRANTEE shall bind and insure to the successors in interest of
13 PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been
14 expressly named herein.

15 25. Clean Air Act of 1970

16 If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees
17 to comply with all applicable standards, orders, or regulations issued
18 pursuant to the Clean Air Act or 1970.

19 26. Nepotism

20 Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause
21 or allow to be hired, a person into an administrative capacity, staff posi-
22 tion or public service employment position funded under CETA, if a member of
23 his or her immediate family is employed in an administrative capacity for
24 the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a
25 state or local statute regarding nepotism exists which is more restrictive

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1 than the above policy, the eligible applicant should follow the State or
2 local statute in lieu of the above policy.

3 (a) The term "member of the immediate family" includes: wife, husband, son,
4 daughter, mother, father, brother, brother-in-law, sister, sister-in-law,
5 son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle,
6 niece, nephew, step-parent, and step-child.

7 (b) The term "administrative capacity" includes those persons who have over-
8 all administrative responsibility for a program, including all elected and
9 appointed officials who have any responsibility for the obtaining of and/or
10 approval of any grant funded under the Act, such as members of the PRIME
11 SPONSOR Planning Council, or Private Industry Planning Council, who are not
12 economically disadvantaged, other officials who have influence or control
13 over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

14 (c) The term "staff position" includes all CETA staff positions funded
15 under the Act, such as instructors, counselors and other staff involved in
16 administrative, training or service activities.

17 27. Non-Discrimination

18 SUBGRANTEE shall comply with the requirements of 20CFR § 676.52 regarding
19 nondiscrimination.

20 28. Federal Aid

21 It is understood by the parties hereto that neither this Agreement nor any
22 Agreement pursuant hereto shall obligate the federal government to enter into
23 any Agreement with SUBGRANTEE or any other entity for federal financial
24 assistance in connection with this Agreement; or for the planning or under-
25 taking of any work element not included in this Agreement. Any such agree-
26 ment will be entered into at the sole discretion of the federal government.

27 29. Fidelity Bond

28 Prior to any disbursement of funds to SUBGRANTEE for any purpose other than

1 for premium for fidelity bonds, PRIME SPONSOR shall receive a statement from
2 SUBGRANTEE'S insurer certifying to PRIME SPONSOR that all personnel of SUB-
3 GRANTEE handling funds received from PRIME SPONSOR for disbursement under this
4 Agreement are covered by a fidelity bond in an amount and manner consistent
5 with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled
6 or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that
7 event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE
8 until the coverage initially approved by PRIME SPONSOR has been reinstated,
9 or equivalent coverage has been obtained.

10 30. Insurance

11 (a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall
12 maintain in full force and effect a policy of public liability insurance with
13 minimum coverages in an amount satisfactory to PRIME SPONSOR. If PRIME
14 SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an
15 additional insured on said policy and shall obtain a waiver of the insurer's
16 right of subrogation against PRIME SPONSOR.

17 (b) Worker's Compensation. During the term of this SUBGRANT, SUBGRANTEE
18 shall comply fully with the terms of the law of California concerning worker's
19 compensation. Said compliance shall include, but not be limited to, main-
20 taining in full force and effect one or more policies of insurance insuring
21 against any liability SUBGRANTEE may have for worker's compensation.

22 31. Entire Agreement Modifications

23 This Agreement constitutes the entire agreement between the parties hereto
24 for services furnished pursuant to this Agreement. This Agreement may be
25 modified, altered, or revised only upon the written consent of both parties
26 hereto.

27 32. Notices

28 All notices to be given SUBGRANTEE may be given by deposit in the United

States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. WHEREFORE, the parties have executed this SUBGRANT No. 29-382.

33. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, and 41 CFR Part 29-70 are attached hereto and incorporated into this SUBGRANT.

COUNTY OF YOLO, PRIME SPONSOR

Betsy G. Marshall
(Signature of Authorized Officer)

Chairman, Yolo County
Board of Supervisors
(Title of Authorized Officer)

KVIE Channel 6
(Legal Name of SUBGRANTEE)

John D. Kuchler
(Signature of Authorized Officer)

October 18, 1979
(Date) General Manager
(Title of Authorized Officer)

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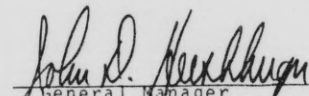
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FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 41 CFR, Part 29-70 are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

Name of Subgrantee



General Manager
Authorized Signature

October 18, 1979

Date

ASSURANCES AND CERTIFICATION

1. The SUBGRANTEE assures and certifies that:
 - a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder; and
 - b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.
2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.
3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
 - a. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
 - b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
 - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.
 - d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).
 - e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).
 - f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7)).
 - g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).
 - h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

1. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).
- j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.
- k. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.
1. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).
- n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20 CFR 677.13(c)(3)).
- o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).
- p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

- q. For programs of public service employment under CETA, no jobs will be created on a promotional line that will change in any way upon promotional opportunities of persons currently in jobs not funded under CETA (20 CFR 676.73).
- r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).
- t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).
- u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).
- v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining

agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

- w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).
- x. For each participant employment and training activities funded under Title II of CETA, an Employability Development Plan (EDP) will be developed by the SUBGRANTEE. The Employability Development Plan shall include at least the following: 1) assessment data showing the participant's employability readiness; 2) barriers to employment faced by the participant; 3) specific employment and training needs; 4) specific services and activities to be developed and provided to meet those needs; and 5) an individualized plan for transition from program activities to placement in unsubsidized employment. The EDP shall be reviewed periodically throughout the duration of the participation, and revised accordingly (20 CFR 677.2).
- y. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).
- z. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

KVIE Channel 6

(Legal Name of SUBGRANTEE)

(Signature of Authorized Officer)

General Manager
(Title of Authorized Officer)

October 13, 1979

19

(Date)

CETA TITLE II-D OPERATING BUDGET

☒ ORIGINAL ☐ REVISION NO. _____

DATE September 6, 1979

Subgrantee Name and Address:

KVIE Channel 6

P.O. Box 6

Sacramento, CA 95833

Contact Person Horst Bruenjes

Phone 929-5843

Contract No. _____

Period: From 10-1-79 To 9-30-80

Program Name _____

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.			1,464					1,464
NOV.			1,464					1,464
DEC.			1,464					1,464
JAN.			1,464					1,464
FEB.			1,617					1,617
MAR.			1,617					1,617
APR.			1,617					1,617
MAY			1,617					1,617
JUNE			1,617					1,617
JULY			1,617					1,617
AUG.			1,617					1,617
SEPT.			1,617					1,617
TOTAL			18,792					18,792

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.			1,312	152			1,464
NOV.			1,312	152			1,464
DEC.			1,312	152			1,464
JAN.			1,312	152			1,464
FEB.			1,447	170			1,617
MAR.			1,447	170			1,617
APR.			1,447	170			1,617
MAY			1,447	170			1,617
JUNE			1,447	170			1,617
JULY			1,447	170			1,617
AUG.			1,447	170			1,617
SEPT.			1,447	170			1,617
TOTAL			16,824	1,968			18,792

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

General Manager

Name and Title of Authorized Official

John D. Hershberger 10-18-79
Signature Date

Form CETA Approval Only:

Jack A. Boye 9-11-79
Accountant Date

James L. Hershberger 9-11-79
Principal Administrative Analyst Date

Position Listing

Title II-D

KVIE Channel 6

<u>Position</u>	<u>Salary</u> <u>10-1-79 to</u>	<u>Benefits</u> <u>9-30-80</u>	<u>Total</u>
1 Senior Production Crew 12 mo. @ 730/84	\$ 8,760	\$1,008	\$ 9,768
1 Production Crew 12 mo. @ 672/80	8,064	960	9,024
2	\$16,824	\$1,968	\$18,792

Subgrant Signature Sheet

BK
Title IID PSERescinded by
m.o. 80-2, #14B

Agreement/ Subgrant No. 79-383

Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of CaliforniaSubgrantee
Legal Aid Society of Sacramento

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and the Legal Aid Society of Sacramento hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program : Legal Aid Society of Scaramento

Mailing Address : 1235 H Street

City : Sacramento, CA 95814

Phone: 444-6760

Program Director: Donald Gresman

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the Assurances and Certifications.

The term of the SUBGRANT shall begin on October 1, 1979.

The term of the SUBGRANT shall end on September 30, 1980.

The total amount of the SUBGRANT is \$9,108.

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

By Signature

Betsy A. Marchand

OCT - 2 1979

Name and Title

Date

Name and Title

Date

BETSY A. MARCHAND, Chairman
Yolo County Board of Supervisors

Type Name and Title of Authorized Officer

SUBGRANT
COUNTY OF YOLO

This SUBGRANT dated this 1st day of October, 1979,
by and between the County of Yolo, a political subdivision, hereinafter called
PRIME SPONSOR or County, and the Legal Aid Society of Sacramento
hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 676 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
 - (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).
 - (e) Advising all participants of their rights and responsibilities prior

to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR 676.83 and 676.84; and

(f) Making maximum efforts to achieve the provision of the plan.

2. The Legal Aid Society of Sacramento is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679
- (d) Code of Federal Regulations - 41 CFR Part 29-70
- (e) Assurances and Certifications
- (f) Operating Budget
- (g) Position Listing
- (h)
- (i)
- (j)
- (k)
- (l)
- (m)
- (n)
- (o)
- (p)
- (q)

1 2. Program

2 SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME
3 SPONSOR perform the services described in the attachments listed above
4 under Subgrant which are subject to all the terms, conditions, and
5 assurances of this SUBGRANT.

6 3. Term

7 The term of this SUBGRANT shall begin October 1, 1979
8 and shall end September 30, 1980, as set forth on the
9 Signature Sheet. Grant funds may not, without advance written approval by
10 PRIME SPONSOR, be obligated before the beginning of the term or after the
11 ending of the term.

12 4. Payment

13 PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs
14 incurred in the performance of this contract in accordance with the following:

15 (a) Total Reimbursement shall not exceed the amount of \$ 9,108
16 as set forth on Signature Sheet.

17 (b) Payment of costs incurred in the performance of this contract shall be
18 paid on the basis of an approved monthly claim as follows:

19 (1) Within ten (10) days following the completion of each calendar
20 month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing
21 all expenditures made pursuant to this SUBGRANT during the
22 preceding month.

23 (2) The County Administrative Officer of PRIME SPONSOR, or his de-
24 signee, shall review that claim, may review the records, books of
25 account, trial balance and vouchers of SUBGRANTEE, and shall
26 approve the claim to the extent that SUBGRANTEE has incurred
27 reasonable and necessary costs pursuant to this subgrant,
28 including the Budget Schedules attached hereto.

1 (3) To the extent permitted by the federal government, the County
2 Administrative Officer or his designee may approve an advance of
3 working capital to SUBGRANTEE. Each advance of working capital
4 may be made only upon application in writing by SUBGRANTEE. Each
5 approval shall be in writing and shall set forth the terms for
6 repayment. Repayment shall be offset against amounts payable
7 on monthly claims. The terms of repayment may be modified by
8 written order of the County Administrative Officer or his designee.
9 Upon termination of this subgrant any unpaid advances shall be
10 offset against any remaining payments to SUBGRANTEE. Any advances
11 exceeding remaining payments shall be repaid to PRIME SPONSOR
12 immediately.

13 (c) Reasonable and necessary costs shall be determined by PRIME SPONSOR
14 in accordance with the requirements of the United States Department of
15 Labor regulations and the United States General Services Administration
16 Federal Management Circular 74-4, United States Office of Management
17 and Budget Circular A-102, and any additional requirements or procedures
18 established by PRIME SPONSOR.

19 (d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME
20 SPONSOR has made applications to the United States Department of Labor
21 for a grant of funds under the Comprehensive Employment and Training
22 Act of 1973, as amended, for the purpose of funding services under this
23 contract and that PRIME SPONSOR is not obligated to provide funds to
24 SUBGRANTEE and SUBGRANTEE is not obligated to provide services under
25 the contract until such funds are made available to PRIME SPONSOR by
26 the Department of Labor.

27 (e) Approved claims shall be paid only from funds granted to PRIME SPONSOR
28 by the Department of Labor.

1 5. Records, Audits, Inspection

2 (a) Establishment and Maintenance of Records

3 The SUBGRANTEE shall maintain records, including but not limited to
4 books, financial records, supporting documents, statistical records,
5 personnel, property, participant, and all other pertinent records
6 sufficient to reflect properly, (a) all direct and indirect costs of
7 whatsoever nature claimed to have been incurred and anticipated to
8 be incurred to perform this contract, and (b) all other matters
9 covered by this SUBGRANT for which the maintenance and retention of
10 records is required by law, including but not limited to U. S. GSA
11 Federal Management Circular 74-4, and regulations of the U. S.
12 Department of Labor, including but not limited to 20 CFR §676.35 and
13 41 CFR §29-70.203. The obligation to maintain and preserve records
14 shall not be diminished by any instructions or advice given by PRIME
15 SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to
16 PRIME SPONSOR.

17 (b) Preservation of Records

18 SUBGRANTEE shall preserve and make available its records related to
19 this SUBGRANT (a) until the expiration of three (3) years from the
20 date of final payment to SUBGRANTEE under this SUBGRANT except that
21 records relating to participants' participation in a CETA program
22 shall be maintained for each participant for a period of five (5)
23 years from the date of enrollment into the program.
24 If, prior to the expiration of the required retention period, any
25 litigation or audit is begun or a claim is instituted involving
26 the records, SUBGRANTEE shall retain the records beyond the
27 retention period until the litigation, audit findings, or claim
28 has been finally resolved.

1 (c) Accounting by SUBGRANTEE

2 SUBGRANTEE shall establish and maintain at all times, on a current
3 basis in conjunction with the Program, an adequate accrual system of
4 accounting covering all costs, items and expenditures with respect
5 to the Program, in accordance with generally accepted accounting
6 principles and standards, and in accordance with requirements of the
7 federal government and any PRIME SPONSOR requirements as set forth
8 in the "Subgrantees' Fiscal Activities Manual."

9 (d) Examination of Records and Facilities

10 At any time during normal business hours, PRIME SPONSOR or duly
11 authorized representative thereof, shall until expiration of three
12 (3) years after final payment under this SUBGRANT, or any longer
13 period as required by applicable law, have access to and the right
14 to examine its offices, and facilities engaged in performance of this
15 SUBGRANT and all its records with respect to all matters covered by
16 this SUBGRANT, including the right to audit, examine and make excerpts
17 of transcripts and from such records to make audit of all contracts
18 and subcontracts, invoices, payrolls, records or personnel conditions
19 of employment, material and all other data relating to matters covered
20 by the SUBGRANT.

21 (e) Documentation of Cost

22 All cost shall be supported by properly executed payrolls, time
23 records, invoices, contracts, or vouchers or other official documen-
24 tation evidencing in proper detail the nature and the propriety of the
25 charge. All checks, payrolls, accounting documents, pertaining in
26 whole or part of this contract shall be clearly identified and
27 readily accessible.

28 6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this Agreement in the event of any of the following occurrences, to wit:

- (a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.
- (b) If SUBGRANTEE is in default under any provisions of this agreement.
- (c) If SUBGRANTEE maintains a pattern of discrimination.
- (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.
- (e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.
- (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

- (1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.
- (2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.
- (3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.
- (4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is

1 made. SUBGRANTEE shall not be relieved of liability to PRIME
2 SPONSOR for damages sustained by PRIME SPONSOR by virtue of any
3 breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may
4 withhold any reimbursement to SUBGRANTEE for the purpose of
5 setoff until such time as the exact amount of damages due PRIME
6 SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

7 (b) Without Cause

8 Either party may terminate this SUBGRANT at any time by giving
9 written notice to the other party of such termination and specifying the
10 effective date thereof, at least 30 days before the effective date
11 of such termination. If the SUBGRANT is terminated
12 as provided herein, SUBGRANTEE will be paid an amount which the same
13 ratio to the total compensation as the service actually performed
14 bears to the total services of SUBGRANTEE covered by this SUBGRANT,
15 less payments of compensation previously made.

16 8. Severability of Provisions

17 If any provisions of this SUBGRANT are held invalid, the remainder of this
18 SUBGRANT shall not be affected thereby, if such remainder would then
19 continue to conform to terms and requirements of applicable law.

20 9. Exculpatory Clause

21 SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its
22 officers, employees and agents from and against all claims, losses,
23 liabilities, or damages, including attorney fees, arising out of or
24 resulting from the performance of this Agreement, caused in whole or in
25 part by any negligent act or omission of SUBGRANTEE or anyone directly
26 or indirectly employed by SUBGRANTEE, regardless of whether or not it is
27 caused in part by a party indemnified hereunder.

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10. Legal Relationship

- (a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- (b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.
- (c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CEIA or regulations promulgated thereunder.
- (d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer

under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, Federal Social Security Acts, the Unemployment Compensation Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PRIME SPONSOR shall not be liable for any worker's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire budget category for the term of this program and shall explain in detail the reasons for such excess.

12. Procedures for Corrective Action

- (a) Whenever the County Administrative Officer of PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the County Administrative Officer may order corrective action.
- (b) Before making such an order, the County Administrative Office or his designee shall give SUBGRANTEE ten (10) days' written notice

1 setting forth the nature of SUBGRANTEE noncompliance and a procedure
2 whereby SUBGRANTEE and its officers or responsible employees may
3 have an opportunity to meet with the County Administrative Office or
4 PRIME SPONSOR or his designee for the purposes of considering the
5 need for and nature of corrective action.

- 6 (c) An order for corrective action shall be in writing and shall set
7 forth specific directions for corrective action and a detailed
8 timetable for implementing the specific directions for reporting to
9 PRIME SPONSOR as to implementation. The order shall be served on
10 SUBGRANTEE.
- 11 (d) If SUBGRANTEE shall fail to implement an order for corrective action,
12 or if it shall fail to do so within the timetable set for implementation,
13 the County Administrative Officer of the PRIME SPONSOR may recommend
14 that the Governing Body suspend payments hereunder or terminate this
15 SUBGRANT.
- 16 (e) If SUBGRANTEE shall fail to comply with the administrative requirements
17 of this SUBGRANT, such as those requiring the timely submission of
18 all periodic reports, and if such failure shall not be suggestive of
19 other apparent misfeasance, malfeasance, or nonfeasance, the County
20 Administrative Officer shall be empowered, without consultation with
21 the Governing Body, to suspend or delay any and all payments under
22 this SUBGRANT until such failure is rectified.

23 13. Property

- 24 (a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall
25 be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall
26 be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-
27 70.102 (a), set forth therein, and as between PRIME SPONSOR and
28 SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor

agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

- (b) The SUBGRANTEE'S Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29-70.215-7 a copy to which is attached hereto and incorporated by this reference.

14. Program Income

- (a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion of PRIME SPONSOR, for a period of two (2) years from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.
- (b) In the case of income generated by projects under YCCIP, SUBGRANTEE may retain this income, at the discretion of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this section shall apply.
- (c) SUBGRANTEE shall make monthly reports on the expenditure of this income on forms approved by PRIME SPONSOR.
- (d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

15. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an

1 agreement or understanding for commission, percentage, brokerage, or
2 contingency fee. For breach or violation of this covenant the PRIME SPONSOR
3 shall have the right to annul this agreement without liability or, at its
4 discretion, to deduct from the compensation or otherwise recover, the full
5 amount of such commission, percentage, brokerage, or contingency fee.

6 16. Laws

7 SUBGRANTEE shall comply with all the applicable laws, decisions, statutes,
8 regulations and ordinances of the United States, the State of California,
9 and local governments, and as they are amended during the term of this
10 agreement.

11 17. Copyrights and Rights in Data

12 Where activities supported by this SUBGRANT produce original computer
13 programs, writing sound recordings, pictorial reproductions, drawings or
14 other graphical representation and works of any similar nature (the term
15 computer programs includes executable computer programs and supporting
16 data in any form), PRIME SPONSOR and/or the Department of Labor reserve
17 the right to use, duplicate, and disclose the same, in whole or in part,
18 in any manner for any purpose whatsoever, and to authorize others to do so.
19 If any material described in the previous sentence is subject to copyright,
20 PRIME SPONSOR and/or the Department of Labor reserve the right to copyright
21 such and SUBGRANTEE agrees not to copyright such material. If the material
22 is copyrighted, PRIME SPONSOR and/or the Department of Labor reserve a
23 royalty-free, non-exclusive, and irrevocable license to reproduce, publish,
24 and use such materials, in the whole or in part, and to authorize others
25 to do so.

26 18. Publication

27 Before publishing any materials produced by activities supported by this
28 agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance

1 of any such intended publication and shall submit four (4) copies of the
2 materials to be published. Within sixty (60) days after such materials have
3 been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE
4 its comments with respect to the materials intended to be published, or (2)
5 notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR
6 informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may pro-
7 ceed to publish the materials in the form in which they have been submitted
8 to PRIME SPONSOR but shall include the credit statement and the disclaimer
9 set forth below, but without any further comments. PRIME SPONSOR may also
10 waive use of the credit statement and disclaimer set forth below. SUBGRANTEE
11 shall determine, within ten (10) days after receipt of any such comments,
12 whether or not to revise the materials to incorporate the comments of PRIME
13 SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen
14 (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE
15 determines not to incorporate any of the comments of PRIME SPONSOR into the
16 text of the materials, it may publish the materials provided that the initial
17 preface or introduction to these materials as published contain the following:
18 (a) A credit reference reading as follows: "The preparation of these
19 materials was financially assisted through a contract from the YOLO
20 COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive
21 Employment and Training Act, as amended."
22 (b) A disclaimer statement reading as follows: "The opinions, findings, and
23 conclusions of this publication are those of the author and not
24 necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the
25 Department of Labor. YOLO COUNTY and the Department of Labor reserve a
26 royalty-free, non-exclusive, and irrevocable license to reproduce,
27 publish and use these materials and to authorize others to do so."
28 (c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If
SUBGRANTEE wishes to incorporate some or any of the comments of PRIME
SPONSOR in the text of the materials, it shall revise the materials

1 to be published and resubmit them to PRIME SPONSOR which shall prepare
2 comments on the resubmitted data within thirty (30) days after receipt
3 thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE
4 shall determine whether or not to accept or adopt any of the comments on
5 the revised materials as resubmitted to PRIME SPONSOR and shall advise
6 PRIME SPONSOR of this determination within fifteen (15) days after receipt
7 of the comments of PRIME SPONSOR. Thereafter, the materials may be
8 published or revised in accordance with the procedures set forth above in
9 the publication of materials on which PRIME SPONSOR has submitted its
10 comments to SUBGRANTEE.

11 If PRIME SPONSOR has not submitted its comments on any materials submitted
12 to it within ninety (90) days after PRIME SPONSOR has received any such
13 materials, SUBGRANTEE may proceed to publish the materials in the form
14 in which they have been submitted to PRIME SPONSOR but shall include the
15 credit statement and the disclaimer statement set forth above, but without
16 any further comments.

17 19. Patents

18 If any discovery or invention arises or is developed in the course of or
19 as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer
20 the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees
21 that determination of rights to inventions or discoveries made under this
22 agreement shall be made by the Department of Labor, or its duly authorized
23 representatives, who shall have the sole and exclusive powers to determine
24 whether or not and where a patent application should be filed and to
25 determine the disposition of all rights in such inventions or discoveries,
26 including title to and license rights under any patent application or
27 patent which may issue thereon. The determination of DOL, or its duly
28 authorized representative, shall be accepted as final. SUBGRANTEE agrees

1 and otherwise recognizes that PRIME SPONSOR and/or The Department of Labor
2 shall acquire at least an irrevocable, non-exclusive, and royalty-free
3 license to practice and have practiced throughout the world for governmental
4 purposes any invention made in the course of or under this Agreement.

5 20. Personnel

- 6 (a) SUBGRANTEE represents that he has, or will secure at his own expense,
7 all personnel required in performing the services under this SUBGRANT.
8 Such personnel shall not be employees of or have any contractual
9 relationship with PRIME SPONSOR.
- 10 (b) All of the services hereunder will be performed by SUBGRANTEE or under
11 his/her supervision, and all personnel engaged in the work shall be
12 fully qualified and shall be authorized under State and local law to
13 perform such services.
- 14 (c) None of the work or services covered by this SUBGRANT shall be
15 subcontracted without the prior written approval of PRIME SPONSOR.
- 16 (d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of
17 an employee in anticipation of hiring an individual with funds
18 available under Titles II-D or VI. In addition, no participant shall
19 be used to fill positions or provide services normally provided by
20 temporary, part-time, or seasonal workers or contracted out, or to
21 fill full-time vacancies. SUBGRANTEE shall not hire any person into
22 any job funded under Titles II-D and VI when any other person is on
23 lay-off from the same or any substantially equivalent job.
- 24 (e) SUBGRANTEE represents that it has or will establish objective
25 personnel policies and practices for recruitment, selection, promotion,
26 classification, compensation, and performance evaluation that are
27 reflective of the Intergovernment Personnel Act Merit Principles.

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1 21. Assignments

2 Without the written consent of PRIME SPONSOR, this SUBGRANT is not
3 assignable by SUBGRANTEE either in whole or in part.

4 22. Alterations

5 No alteration or variation of the terms of this SUBGRANT shall be valid
6 unless made in writing and signed by the parties hereto.

7 23. Waiver

8 The waiver by PRIME SPONSOR of any default, breach or condition shall not
9 be construed as a waiver on the part of the PRIME SPONSOR of any other
10 default, breach or condition, or any other right hereunder.

11 24. Successors

12 This SUBGRANTEE shall bind and insure to the successors in interest of
13 PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been
14 expressly named herein.

15 25. Clean Air Act of 1970

16 If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees
17 to comply with all applicable standards, orders, or regulations issued
18 pursuant to the Clean Air Act or 1970.

19 26. Nepotism

20 Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause
21 or allow to be hired, a person into an administrative capacity, staff posi-
22 tion or public service employment position funded under CETA, if a member of
23 his or her immediate family is employed in an administrative capacity for
24 the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a
25 state or local statute regarding nepotism exists which is more restrictive

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27 /////

28 /////

1 than the above policy, the eligible applicant should follow the State or
2 local statute in lieu of the above policy.

3 (a) The term "member of the immediate family" includes: wife, husband, son,
4 daughter, mother, father, brother, brother-in-law, sister, sister-in-law,
5 son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle,
6 niece, nephew, step-parent, and step-child.

7 (b) The term "administrative capacity" includes those persons who have over-
8 all administrative responsibility for a program, including all elected and
9 appointed officials who have any responsibility for the obtaining of and/or
10 approval of any grant funded under the Act, such as members of the PRIME
11 SPONSOR Planning Council, or Private Industry Planning Council, who are not
12 economically disadvantaged, other officials who have influence or control
13 over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

14 (c) The term "staff position" includes all CETA staff positions funded
15 under the Act, such as instructors, counselors and other staff involved in
16 administrative, training or service activities.

17 27. Non-Discrimination

18 SUBGRANTEE shall comply with the requirements of 20CFR § 676.52 regarding
19 nondiscrimination.

20 28. Federal Aid

21 It is understood by the parties hereto that neither this Agreement nor any
22 Agreement pursuant hereto shall obligate the federal government to enter into
23 any Agreement with SUBGRANTEE or any other entity for federal financial
24 assistance in connection with this Agreement; or for the planning or under-
25 taking of any work element not included in this Agreement. Any such agree-
26 ment will be entered into at the sole discretion of the federal government.

27 29. Fidelity Bond

28 Prior to any disbursement of funds to SUBGRANTEE for any purpose other than

for premium for fidelity bonds, PRIME SPONSOR shall receive a statement from SUBGRANTEE'S insurer certifying to PRIME SPONSOR that all personnel of SUBGRANTEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

30. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with minimum coverages in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right of subrogation against PRIME SPONSOR.

(b) Worker's Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability SUBGRANTEE may have for worker's compensation.

31. Entire Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this Agreement. This Agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

32. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United

1 States mail, postage prepaid, addressed to SUBGRANTEE at the address set
2 forth on the Signature Sheet. WHEREFORE, the parties have executed this
3 SUBGRANT No. 79-383.

4 33. Federal Regulations

5 The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675,
6 676, 677, 678, and 679, and 41 CFR Part 29-70 are attached hereto and in-
7 corporated into this SUBGRANT.

8 COUNTY OF YOLO, PRIME SPONSOR

9 Betsy A. Marchand

10 (Signature of Authorized Officer)

11
12 Chairman, Yolo County
Board of Supervisors

13 (Title of Authorized Officer)

14
15 Legal Aid Society of Sacramento

16 (Legal Name of SUBGRANTEE)

17
18 (Signature of Authorized Officer)

19
20
21 (Date) _____ 19 _____

22 (Title of Authorized Officer)

23 ////

24 ////

25 ////

26 ////

27 ////

28 ////

FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 41 CFR, Part 29-70 are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

Name of Subgrantee

Authorized Signature

Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
 - a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder; and
 - b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.
2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.
3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
 - a. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
 - b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
 - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.
 - d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).
 - e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).
 - f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7)).
 - g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).
 - h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

1. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).
- j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.
- k. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.
- l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).
- n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20 CFR 677.13(c)(3)).
- o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).
- p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

- q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of persons currently in jobs not funded under CETA (20 CFR 676.73).
- r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).
- t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).
- u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).
- v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining

agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

- w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).
- x. For each participant employment and training activities funded under Title II of CETA, an Employability Development Plan (EDP) will be developed by the SUBGRANTEE. The Employability Development Plan shall include at least the following: 1) assessment data showing the participant's employability readiness; 2) barriers to employment faced by the participant; 3) specific employment and training needs; 4) specific services and activities to be developed and provided to meet those needs; and 5) an individualized plan for transition from program activities to placement in unsubsidized employment. The EDP shall be reviewed periodically throughout the duration of the participation, and revised accordingly (20 CFR 677.2).
- y. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).
- z. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

Legal Aid Society of Sacramento

(Legal Name of SUBGRANTEE)

(Date)

19

(Signature of Authorized Officer)

(Title of Authorized Officer)

YOTA TITLE II-D OPERATING BUDGET

☒ ORIGINAL ☐ REVISION NO. _____

DATE September 6, 1979

Subgrant Name and Address:

Legal Aid Society of Sacramento

1235 H Street

Sacramento, CA 95814

Contact Person Donald Gresman

Phone 444-6760

Contract No. _____

Period: From 10-1-79 To 9-30-80

Program Name _____

MONTH	ACTIVITY							TOTAL
	CT	OUT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.			759					759
NOV.			759					759
DEC.			759					759
JAN.			759					759
FEB.			759					759
MAR.			759					759
APR.			759					759
MAY			759					759
JUNE			759					759
JULY			759					759
AUG.			759					759
SEPT.			759					759
TOTAL			9,108					9,108

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.			644	115			759
NOV.			644	115			759
DEC.			644	115			759
JAN.			644	115			759
FEB.			644	115			759
MAR.			644	115			759
APR.			644	115			759
MAY			644	115			759
JUNE			644	115			759
JULY			644	115			759
AUG.			644	115			759
SEPT.			644	115			759
TOTAL			7,728	1,380			9,108

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT

For CETA Approval Only:

Name and Title of Authorized Official _____

Accountant

Date

Signature _____

Date

Principal Administrative Analyst

Date

Position Listing

Title II-D

Legal Aid Society of Sacramento

<u>Position</u>	<u>Salary</u> <u>10-1-79 to</u>	<u>Benefits</u> <u>9-30-80</u>	<u>Total</u>
1 Para-Legal Trainee 12 mo. @ 644/115	\$7,728	\$1,380	\$9,108
<u>1</u>	<u>\$7,728</u>	<u>\$1,380</u>	<u>\$9,108</u>

BK

Subgrant Signature Sheet

Title IID PSEAgreement/ 79-384
Subgrant No.Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of CaliforniaSubgrantee
Yolo County Superintendent of Schools

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and the Yolo County Superintendent of Schools hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program : Yolo County Superintendent of Schools - Project MOVE

Mailing Address : 313 Fourth Street

FILED

City : Woodland, CA 95695

NOV - 1 1979

Phone: 666-0925

Program Director: Jess Moreno

PETER MCNAMEE, Clerk

By *Betsy A. Marchand*
Deputy

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the Assurances and Certifications.

The term of the SUBGRANT shall begin on October 1, 1979The term of the SUBGRANT shall end on September 30, 1980The total amount of the SUBGRANT is \$56,760

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

Jack J. Potter

By Signature

Betsy A. Marchand

Name and Title

JACK J. POTTER
SUPERINTENDENT

Date

Oct 13, 1979

Name and Title

BETSY A. MARCHAND, Chairmah
Yolo County Board of Supervisors

Date

OCT 2 - 1979

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of October, 1979,
by and between the County of Yolo, a political subdivision, hereinafter called
PRIME SPONSOR or County, and the Yolo County Superintendent of Schools
hereinafter called SUBGRANTEE.

WITNESSETH:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 676 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
 - (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).
 - (e) Advising all participants of their rights and responsibilities prior

to entering the program and granting the opportunity to resolve
grievances as provided in 20 CFR §676.83 and 676.84; and

(f) Making maximum efforts to achieve the provision of the plan.

2. The Yolo County Superintendent of Schools is by virtue
of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction
of County, and desires to operate a program strictly in accordance with that
statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between
PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679
- (d) Code of Federal Regulations - 41 CFR Part 29-70
- (e) Assurances and Certifications
- (f) Operating Budget
- (g) Position Listing
- (h)
- (i)
- (j)
- (k)
- (l)
- (m)
- (n)
- (o)
- (p)
- (q)

1 2. Program

2 SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME
3 SPONSOR perform the services described in the attachments listed above
4 under Subgrant which are subject to all the terms, conditions, and
5 assurances of this SUBGRANT.

6 3. Term

7 The term of this SUBGRANT shall begin October 1, 1979,
8 and shall end September 30, 1980, as set forth on the
9 Signature Sheet. Grant funds may not, without advance written approval by
10 PRIME SPONSOR, be obligated before the beginning of the term or after the
11 ending of the term.

12 4. Payment

13 PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs
14 incurred in the performance of this contract in accordance with the following:

15 (a) Total Reimbursement shall not exceed the amount of \$ 56,760,
16 as set forth on Signature Sheet.

17 (b) Payment of costs incurred in the performance of this contract shall be
18 paid on the basis of an approved monthly claim as follows:

19 (1) Within ten (10) days following the completion of each calendar
20 month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing
21 all expenditures made pursuant to this SUBGRANT during the
22 preceding month.

23 (2) The County Administrative Officer of PRIME SPONSOR, or his de-
24 signee, shall review that claim, may review the records, books of
25 account, trial balance and vouchers of SUBGRANTEE, and shall
26 approve the claim to the extent that SUBGRANTEE has incurred
27 reasonable and necessary costs pursuant to this subgrant,
28 including the Budget Schedules attached hereto.

1 (3) To the extent permitted by the federal government, the County
2 Administrative Officer or his designee may approve an advance of
3 working capital to SUBGRANTEE. Each advance of working capital
4 may be made only upon application in writing by SUBGRANTEE. Each
5 approval shall be in writing and shall set forth the terms for
6 repayment. Repayment shall be offset against amounts payable
7 on monthly claims. The terms of repayment may be modified by
8 written order of the County Administrative Officer or his designee.
9 Upon termination of this subgrant any unpaid advances shall be
10 offset against any remaining payments to SUBGRANTEE. Any advances
11 exceeding remaining payments shall be repaid to PRIME SPONSOR
12 immediately.

13 (c) Reasonable and necessary costs shall be determined by PRIME SPONSOR
14 in accordance with the requirements of the United States Department of
15 Labor regulations and the United States General Services Administration
16 Federal Management Circular 74-4, United States Office of Management
17 and Budget Circular A-102, and any additional requirements or procedures
18 established by PRIME SPONSOR.

19 (d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME
20 SPONSOR has made applications to the United States Department of Labor
21 for a grant of funds under the Comprehensive Employment and Training
22 Act of 1973, as amended, for the purpose of funding services under this
23 contract and that PRIME SPONSOR is not obligated to provide funds to
24 SUBGRANTEE and SUBGRANTEE is not obligated to provide services under
25 the contract until such funds are made available to PRIME SPONSOR by
26 the Department of Labor.

27 (e) Approved claims shall be paid only from funds granted to PRIME SPONSOR
28 by the Department of Labor.

1 5. Records, Audits, Inspection

2 (a) Establishment and Maintenance of Records

3 The SUBGRANTEE shall maintain records, including but not limited to
4 books, financial records, supporting documents, statistical records,
5 personnel, property, participant, and all other pertinent records
6 sufficient to reflect properly, (a) all direct and indirect costs of
7 whatsoever nature claimed to have been incurred and anticipated to
8 be incurred to perform this contract, and (b) all other matters
9 covered by this SUBGRANT for which the maintenance and retention of
10 records is required by law, including but not limited to U. S. GSA
11 Federal Management Circular 74-4, and regulations of the U. S.
12 Department of Labor, including but not limited to 20 CFR §676.35 and
13 41 CFR §29-70.203. The obligation to maintain and preserve records
14 shall not be diminished by any instructions or advice given by PRIME
15 SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to
16 PRIME SPONSOR.

17 (b) Preservation of Records

18 SUBGRANTEE shall preserve and make available its records related to
19 this SUBGRANT (a) until the expiration of three (3) years from the
20 date of final payment to SUBGRANTEE under this SUBGRANT except that
21 records relating to participants' participation in a CETA program
22 shall be maintained for each participant for a period of five (5)
23 years from the date of enrollment into the program.

24 If, prior to the expiration of the required retention period, any
25 litigation or audit is begun or a claim is instituted involving
26 the records, SUBGRANTEE shall retain the records beyond the
27 retention period until the litigation, audit findings, or claim
28 has been finally resolved.

1 (c) Accounting by SUBGRANTEE

2 SUBGRANTEE shall establish and maintain at all times, on a current
3 basis in conjunction with the Program, an adequate accrual system of
4 accounting covering all costs, items and expenditures with respect
5 to the Program, in accordance with generally accepted accounting
6 principles and standards, and in accordance with requirements of the
7 federal government and any PRIME SPONSOR requirements as set forth
8 in the "Subgrantees' Fiscal Activities Manual."

9 (d) Examination of Records and Facilities

10 At any time during normal business hours, PRIME SPONSOR or duly
11 authorized representative thereof, shall until expiration of three
12 (3) years after final payment under this SUBGRANT, or any longer
13 period as required by applicable law, have access to and the right
14 to examine its offices, and facilities engaged in performance of this
15 SUBGRANT and all its records with respect to all matters covered by
16 this SUBGRANT, including the right to audit, examine and make excerpts
17 of transcripts and from such records to make audit of all contracts
18 and subcontracts, invoices, payrolls, records or personnel conditions
19 of employment, material and all other data relating to matters covered
20 by the SUBGRANT.

21 (e) Documentation of Cost

22 All cost shall be supported by properly executed payrolls, time
23 records, invoices, contracts, or vouchers or other official documen-
24 tation evidencing in proper detail the nature and the propriety of the
25 charge. All checks, payrolls, accounting documents, pertaining in
26 whole or part of this contract shall be clearly identified and
27 readily accessible.

28 6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this Agreement in the event of any of the following occurrences, to wit:

- (a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.
- (b) If SUBGRANTEE is in default under any provisions of this agreement.
- (c) If SUBGRANTEE maintains a pattern of discrimination.
- (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.
- (e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.
- (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

- (1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.
- (2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.
- (3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.
- (4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is

1 made. SUBGRANTEE shall not be relieved of liability to PRIME
2 SPONSOR for damages sustained by PRIME SPONSOR by virtue of any
3 breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may
4 withhold any reimbursement to SUBGRANTEE for the purpose of
5 setoff until such time as the exact amount of damages due PRIME
6 SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

7 (b) Without Cause

8 Either party may terminate this SUBGRANT at any time by giving
9 written notice to the other party of such termination and specifying the
10 effective date thereof, at least 30 days before the effective date
11 of such termination. If the SUBGRANT is terminated
12 as provided herein, SUBGRANTEE will be paid an amount which the same
13 ratio to the total compensation as the service actually performed
14 bears to the total services of SUBGRANTEE covered by this SUBGRANT,
15 less payments of compensation previously made.

16 8. Severability of Provisions

17 If any provisions of this SUBGRANT are held invalid, the remainder of this
18 SUBGRANT shall not be affected thereby, if such remainder would then
19 continue to conform to terms and requirements of applicable law.

20 9. Exculpatory Clause

21 SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its
22 officers, employees and agents from and against all claims, losses,
23 liabilities, or damages, including attorney fees, arising out of or
24 resulting from the performance of this Agreement, caused in whole or in
25 part by any negligent act or omission of SUBGRANTEE or anyone directly
26 or indirectly employed by SUBGRANTEE, regardless of whether or not it is
27 caused in part by a party indemnified hereunder.

28 //

10. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority over said persons or the terms of such employment, except as required by CETA or regulations promulgated thereunder.

(d) SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer

1 under the Federal Insurance Contributions Act, the Federal Unemployment
2 Tax Act, Federal Social Security Acts, the Unemployment Compensation
3 Act, or any other Federal or State laws or acts which in any way
4 affect or relate to the relationship of employer and employee, and
5 shall be liable for any Social Security, Unemployment Compensation
6 or other taxes or penalties arising or levied by reason of the
7 employment of such persons employed by it. PRIME SPONSOR shall not
8 be liable for any worker's compensation or other benefits accruing
9 under any Federal or State law or acts to any persons employed by
10 the said SUBGRANTEE under this Agreement, but such liability, if
11 any, shall be exclusively that of SUBGRANTEE.

12 11. Monthly Report

13 SUBGRANTEE shall be responsible for filing monthly reports with PRIME
14 SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR
15 and shall contain all data and information concerning both quality and
16 quantity of program performance required by PRIME SPONSOR. Each report
17 shall set forth the extent to which the Program Performance Goals have
18 been met and shall explain in detail the reasons any such plans have not
19 been met. Each report shall set forth the extent expenditures exceed a
20 prorata portion of the entire budget category for the term of this program
21 and shall explain in detail the reasons for such excess.

22 12. Procedures for Corrective Action

- 23 (a) Whenever the County Administrative Officer of PRIME SPONSOR determines
24 in the manner set forth herein that SUBGRANTEE has failed to comply
25 with any provision of this SUBGRANT, the County Administrative Officer
26 may order corrective action.
- 27 (b) Before making such an order, the County Administrative Office or
28 his designee shall give SUBGRANTEE ten (10) days' written notice

1 setting forth the nature of SUBGRANTEE noncompliance and a procedure
2 whereby SUBGRANTEE and its officers or responsible employees may
3 have an opportunity to meet with the County Administrative Office or
4 PRIME SPONSOR or his designee for the purposes of considering the
5 need for and nature of corrective action.

- 6 (c) An order for corrective action shall be in writing and shall set
7 forth specific directions for corrective action and a detailed
8 timetable for implementing the specific directions for reporting to
9 PRIME SPONSOR as to implementation. The order shall be served on
10 SUBGRANTEE.
- 11 (d) If SUBGRANTEE shall fail to implement an order for corrective action,
12 or if it shall fail to do so within the timetable set for implementation,
13 the County Administrative Officer of the PRIME SPONSOR may recommend
14 that the Governing Body suspend payments hereunder or terminate this
15 SUBGRANT.
- 16 (e) If SUBGRANTEE shall fail to comply with the administrative requirements
17 of this SUBGRANT, such as those requiring the timely submission of
18 all periodic reports, and if such failure shall not be suggestive of
19 other apparent misfeasance, malfeasance, or nonfeasance, the County
20 Administrative Officer shall be empowered, without consultation with
21 the Governing Body, to suspend or delay any and all payments under
22 this SUBGRANT until such failure is rectified.

23 13. Property

- 24 (a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall
25 be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall
26 be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-
27 70.102 (a), set forth therein, and as between PRIME SPONSOR and
28 SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor

1 agent set forth therein. Generally it is expected that grant property
2 will be retained and used throughout its useful life in the grant
3 program for which it was acquired or if that program is terminated, or
4 if the property is no longer needed in the program, in any other similar
5 program of SUBGRANTEE, or PRIME SPONSOR.

- 6 (b) The SUBGRANTEE'S Property Standards of Non-Expendable Personal Property
7 shall comply with 41 CFR §29-70.215-7 a copy to which is attached
8 hereto and incorporated by this reference.

9 14. Program Income

- 10 (a) All income generated as a result of CETA activities may be retained
11 by SUBGRANTEE, at the discretion of PRIME SPONSOR, for a period of
12 two (2) years from the expiration of this SUBGRANT and shall be used
13 by SUBGRANTEE to carry out any CETA activity authorized by this
14 SUBGRANT.
- 15 (b) In the case of income generated by projects under YCCIP, SUBGRANTEE
16 may retain this income, at the discretion of PRIME SPONSOR, for two
17 (2) years after expiration of this SUBGRANT and apply it to the costs
18 of the project. If the project is not continued beyond the expiration
19 date of this SUBGRANT, the conditions in part (a) of this section
20 shall apply.
- 21 (c) SUBGRANTEE shall make monthly reports on the expenditure of this
22 income on forms approved by PRIME SPONSOR.
- 23 (d) Income which remains unexpended beyond the applicable time periods
24 set forth in parts (a) and (b) of this section shall be returned to
25 the PRIME SPONSOR.

26 15. Contingent Fee

27 SUBGRANTEE warrants that no person, selling agency or other organization
28 has been employed or retained to solicit or secure this agreement upon an

1 agreement or understanding for commission, percentage, brokerage, or
2 contingency fee. For breach or violation of this covenant the PRIME SPONSOR
3 shall have the right to annul this agreement without liability or, at its
4 discretion, to deduct from the compensation or otherwise recover, the full
5 amount of such commission, percentage, brokerage, or contingency fee.

6 16. Laws

7 SUBGRANTEE shall comply with all the applicable laws, decisions, statutes,
8 regulations and ordinances of the United States, the State of California,
9 and local governments, and as they are amended during the term of this
10 agreement.

11 17. Copyrights and Rights in Data

12 Where activities supported by this SUBGRANT produce original computer
13 programs, writing sound recordings, pictorial reproductions, drawings or
14 other graphical representation and works of any similar nature (the term
15 computer programs includes executable computer programs and supporting
16 data in any form), PRIME SPONSOR and/or the Department of Labor reserve
17 the right to use, duplicate, and disclose the same, in whole or in part,
18 in any manner for any purpose whatsoever, and to authorize others to do so.
19 If any material described in the previous sentence is subject to copyright,
20 PRIME SPONSOR and/or the Department of Labor reserve the right to copyright
21 such and SUBGRANTEE agrees not to copyright such material. If the material
22 is copyrighted, PRIME SPONSOR and/or the Department of Labor reserve a
23 royalty-free, non-exclusive, and irrevocable license to reproduce, publish,
24 and use such materials, in the whole or in part, and to authorize others
25 to do so.

26 18. Publication

27 Before publishing any materials produced by activities supported by this
28 agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in advance

1 of any such intended publication and shall submit four (4) copies of the
2 materials to be published. Within sixty (60) days after such materials have
3 been received by PRIME SPONSOR, PRIME SPONSOR shall: (1) submit to SUBGRANTEE
4 its comments with respect to the materials intended to be published, or (2)
5 notify SUBGRANTEE that no comments shall be submitted. If PRIME SPONSOR
6 informs SUBGRANTEE that no comments will be submitted, SUBGRANTEE may pro-
7 ceed to publish the materials in the form in which they have been submitted
8 to PRIME SPONSOR but shall include the credit statement and the disclaimer
9 set forth below, but without any further comments. PRIME SPONSOR may also
10 waive use of the credit statement and disclaimer set forth below. SUBGRANTEE
11 shall determine, within ten (10) days after receipt of any such comments,
12 whether or not to revise the materials to incorporate the comments of PRIME
13 SPONSOR and shall advise PRIME SPONSOR of its determination within fifteen
14 (15) days after such comments have been received by SUBGRANTEE. If SUBGRANTEE
15 determines not to incorporate any of the comments of PRIME SPONSOR into the
16 text of the materials, it may publish the materials provided that the initial
17 preface or introduction to these materials as published contain the following:
18 (a) A credit reference reading as follows: "The preparation of these
19 materials was financially assisted through a contract from the YOLO
20 COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive
21 Employment and Training Act, as amended."
22 (b) A disclaimer statement reading as follows: "The opinions, findings, and
23 conclusions of this publication are those of the author and not
24 necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the
25 Department of Labor. YOLO COUNTY and the Department of Labor reserve a
26 royalty-free, non-exclusive, and irrevocable license to reproduce,
27 publish and use these materials and to authorize others to do so."
28 (c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If
SUBGRANTEE wishes to incorporate some or any of the comments of PRIME
SPONSOR in the text of the materials, it shall revise the materials

1 to be published and resubmit them to PRIME SPONSOR which shall prepare
2 comments on the resubmitted data within thirty (30) days after receipt
3 thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE
4 shall determine whether or not to accept or adopt any of the comments on
5 the revised materials as resubmitted to PRIME SPONSOR and shall advise
6 PRIME SPONSOR of this determination within fifteen (15) days after receipt
7 of the comments of PRIME SPONSOR. Thereafter, the materials may be
8 published or revised in accordance with the procedures set forth above in
9 the publication of materials on which PRIME SPONSOR has submitted its
10 comments to SUBGRANTEE.

11 If PRIME SPONSOR has not submitted its comments on any materials submitted
12 to it within ninety (90) days after PRIME SPONSOR has received any such
13 materials, SUBGRANTEE may proceed to publish the materials in the form
14 in which they have been submitted to PRIME SPONSOR but shall include the
15 credit statement and the disclaimer statement set forth above, but without
16 any further comments.

17 19. Patents

18 If any discovery or invention arises or is developed in the course of or
19 as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer
20 the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees
21 that determination of rights to inventions or discoveries made under this
22 agreement shall be made by the Department of Labor, or its duly authorized
23 representatives, who shall have the sole and exclusive powers to determine
24 whether or not and where a patent application should be filed and to
25 determine the disposition of all rights in such inventions or discoveries,
26 including title to and license rights under any patent application or
27 patent which may issue thereon. The determination of DOL, or its duly
28 authorized representative, shall be accepted as final. SUBGRANTEE agrees

1 and otherwise recognizes that PRIME SPONSOR and/or The Department of Labor
2 shall acquire at least an irrevocable, non-exclusive, and royalty-free
3 license to practice and have practiced throughout the world for governmental
4 purposes any invention made in the course of or under this Agreement.

5 20. Personnel

- 6 (a) SUBGRANTEE represents that he has, or will secure at his own expense,
7 all personnel required in performing the services under this SUBGRANT.
8 Such personnel shall not be employees of or have any contractual
9 relationship with PRIME SPONSOR.
- 10 (b) All of the services hereunder will be performed by SUBGRANTEE or under
11 his/her supervision, and all personnel engaged in the work shall be
12 fully qualified and shall be authorized under State and local law to
13 perform such services.
- 14 (c) None of the work or services covered by this SUBGRANT shall be
15 subcontracted without the prior written approval of PRIME SPONSOR.
- 16 (d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of
17 an employee in anticipation of hiring an individual with funds
18 available under Titles II-D or VI. In addition, no participant shall
19 be used to fill positions or provide services normally provided by
20 temporary, part-time, or seasonal workers or contracted out, or to
21 fill full-time vacancies. SUBGRANTEE shall not hire any person into
22 any job funded under Titles II-D and VI when any other person is on
23 lay-off from the same or any substantially equivalent job.
- 24 (e) SUBGRANTEE represents that it has or will establish objective
25 personnel policies and practices for recruitment, selection, promotion,
26 classification, compensation, and performance evaluation that are
27 reflective of the Intergovernment Personnel Act Merit Principles.

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21. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

22. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

23. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any other default, breach or condition, or any other right hereunder.

24. Successors

This SUBGRANTEE shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

25. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

26. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state or local statute regarding nepotism exists which is more restrictive

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1 than the above policy, the eligible applicant should follow the State or
2 local statute in lieu of the above policy.

3 (a) The term "member of the immediate family" includes: wife, husband, son,
4 daughter, mother, father, brother, brother-in-law, sister, sister-in-law,
5 son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle,
6 niece, nephew, step-parent, and step-child.

7 (b) The term "administrative capacity" includes those persons who have over-
8 all administrative responsibility for a program, including all elected and
9 appointed officials who have any responsibility for the obtaining of and/or
10 approval of any grant funded under the Act, such as members of the PRIME
11 SPONSOR Planning Council, or Private Industry Planning Council, who are not
12 economically disadvantaged, other officials who have influence or control
13 over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

14 (c) The term "staff position" includes all CETA staff positions funded
15 under the Act, such as instructors, counselors and other staff involved in
16 administrative, training or service activities.

17 27. Non-Discrimination

18 SUBGRANTEE shall comply with the requirements of 20CFR § 676.52 regarding
19 nondiscrimination.

20 28. Federal Aid

21 It is understood by the parties hereto that neither this Agreement nor any
22 Agreement pursuant hereto shall obligate the federal government to enter into
23 any Agreement with SUBGRANTEE or any other entity for federal financial
24 assistance in connection with this Agreement; or for the planning or under-
25 taking of any work element not included in this Agreement. Any such agree-
26 ment will be entered into at the sole discretion of the federal government.

27 29. Fidelity Bond

28 Prior to any disbursement of funds to SUBGRANTEE for any purpose other than

for premium for fidelity bonds, PRIME SPONSOR shall receive a statement from SUBGRANTEE'S insurer certifying to PRIME SPONSOR that all personnel of SUBGRANTEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

30. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with minimum coverages in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right of subrogation against PRIME SPONSOR.

(b) Worker's Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability SUBGRANTEE may have for worker's compensation.

31. Entire Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this Agreement. This Agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

32. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United

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FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 41 CFR, Part 29-70 are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

YOLO COUNTY SUPERINTENDENT OF SCHOOLS

Name of Subgrantee

Forrest L. Honnold

Authorized Signature

OCT. 23 1979

Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
 - a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder; and
 - b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.
2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.
3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
 - a. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
 - b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
 - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.
 - d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).
 - e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).
 - f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7)).
 - g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).
 - h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).

1. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).
- j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.
- k. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.
- l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).
- n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20 CFR 677.13(c)(3)).
- o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).
- p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).

- q. For programs of public service employment under CETA, no jobs will be created on a promotional line that will interfere in any way upon promotional opportunities of persons currently in jobs not funded under CETA (20 CFR 676.73).
- r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).
- t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).
- u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).
- v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining

agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

- w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).
- x. For each participant employment and training activities funded under Title II of CETA, an Employability Development Plan (EDP) will be developed by the SUBGRANTEE. The Employability Development Plan shall include at least the following: 1) assessment data showing the participant's employability readiness; 2) barriers to employment faced by the participant; 3) specific employment and training needs; 4) specific services and activities to be developed and provided to meet those needs; and 5) an individualized plan for transition from program activities to placement in unsubsidized employment. The EDP shall be reviewed periodically throughout the duration of the participation, and revised accordingly (20 CFR 677.2).
- y. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).
- z. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

Yolo County Superintendent of Schools
(Legal Name of SUBGRANTEE)

Loch S. Patten
(Signature of Authorized Officer)

Superintendent
(Title of Authorized Officer)

October 15 19 *79*
(Date)

CETA TITLE II-D OPERATING BUDGET

☒ ORIGINAL☐ REVISION NO. _____DATE September 6, 1979

Subgrantee Name and Address:

Contact Person Jess MorenoYolo County Superintendent of Schools/Project
MOVEPhone 666-0925

Contract No. _____

Period: From 10-1-79 To 9-30-80425 Main Street
Woodland, CA 95695

Program Name _____

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.			4,613					4,613
NOV.			4,613					4,613
DEC.			4,613					4,613
JAN.			4,613					4,613
FEB.			4,613					4,613
MAR.			4,613					4,613
APR.			4,847					4,847
MAY			4,847					4,847
JUNE			4,847					4,847
JULY			4,847					4,847
AUG.			4,847					4,847
SEPT.			4,847					4,847
TOTAL			56,760					56,760

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.			3,411	1,202			4,613
NOV.			3,411	1,202			4,613
DEC.			3,411	1,202			4,613
JAN.			3,411	1,202			4,613
FEB.			3,411	1,202			4,613
MAR.			3,411	1,202			4,613
APR.			3,581	1,266			4,847
MAY			3,581	1,266			4,847
JUNE			3,581	1,266			4,847
JULY			3,581	1,266			4,847
AUG.			3,581	1,266			4,847
SEPT.			3,581	1,266			4,847
TOTAL			41,952	14,808			56,760

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

FORREST L HONNOLD

ASSISTANT Supt. PROJECT ADMIN.

Name and title of Authorized Official

Forrest L Honnold

Signature

Date

For CETA Approval Only:

Jack A. Boyer
Accountant9-11-79
DateForrest L Honnold
Principal Administrative Analyst9-24-79
Date

Position Listing

Title II-D

Yolo County Superintendent of Schools/Project MOVE

<u>Position</u>	<u>Salary</u> <u>10-1-79</u>	<u>Benefits</u> <u>to 9-30-80</u>	<u>Total</u>
1 Account Clerk/Payroll 12 mo. @ 727/249	\$ 8,724	\$ 2,988	\$11,712
1 Custodian Trainee 12 mo. @ 735/241	8,820	2,892	11,712
1 Instructional Aide 12 mo. @ 564/224	6,768	2,688	9,456
2 Typist Clerk 12 mo. @ 735/260	17,640	6,240	23,880
<u>5</u>	<u>\$41,952</u>	<u>\$14,808</u>	<u>\$56,760</u>